

GENERAL TERMS AND CONDITIONS

CATERING Conditions

1. These terms and conditions form the Contract binding the parties and concern on the one hand, « **the Client** », the Client being defined as the person validly representing a company or his own business or a consumer within the meaning of Article I.1, 2° of the Code of Economic Law and marking his agreement on the purchase order, offer or Contract of services issued by Groupe Choux de Bruxelles, and on the other hand, the companies belonging to « **Groupe Choux de Bruxelles** », a group composed of companies: « A PROPOS sa », « A PROPOS CATERING srl », « CAFÉ GEORGETTE srl », « EP CONCEPT srl », « GIO'S STRADA srl », « GOOD ROBINSON sa », « GROUPE CHOUX DE BRUXELLES sa », « LA CHAUFFERIE srl », « L'ARCHE DU GOURMET srl », « PBA-PSK CATERING sa », « R.I.E. sa » et « RGMP srl ». No derogations from these terms and conditions will be allowed, unless written agreement has been reached by Groupe Choux de Bruxelles. As a result, the Client cannot invoke the application of its own terms and conditions, even if they provide that they are the only ones to apply. The non-implementation of any clause included in these general terms and conditions may not be interpreted as a waiver of that clause by Groupe Choux de Bruxelles.

Groupe Choux de Bruxelles respects your privacy, see our "Privacy Charter" at www.chou.be/privacy.

The Client acknowledges that he/she has received a copy of these terms and conditions of sale and that he/she is aware of them, the terms and conditions can be accessed at any time at the www.chou.be/legal address.

2. Offers by Groupe Choux de Bruxelles are made without mutual commitment. Groupe Choux de Bruxelles may only be considered committed when both of the parties have accepted the offer in writing and payment of the requested deposit has been made. In all circumstances the prices stated in the offer will no longer be valid if the offer has not been accepted by the Client and by Groupe Choux de Bruxelles within a period of 15 days after the date appearing in the offer letter.

3. The offer does not include the cost of water, fluids or any food or electricity supply.

4. The offer is calculated for the expected number of guests. Any change in the number of participants results in a de facto change in price in relation to the allocation of fixed costs such as staff and equipment. In any event, the working conditions of the "flat rate" oblige Groupe Choux de Bruxelles to review its prices if the number presumed or ordered is more than 10% lower than that communicated when the offer was made to the "flat rate". When carrying out "flat rate" work, any delay or stoppage not foreseen under the agreed conditions will be charged to the Client.

5. An increase in the prices of raw materials, equipment or potential wages between the order and its execution will automatically result in a price adjustment which is established only under this express reserve, without this increase exceeding 25% of the accepted offer amount.

6. In the event that the order also includes services, the Client gives express mandate to Groupe Choux de Bruxelles to hire, as part of a company lease agreement, the waiters and auxiliary staff necessary to deliver the conditions stipulated in the offer, which the Client states that he knows and accepts. The Client agrees to reimburse these costs at first request. The client declares that it absolve Groupe Choux de Bruxelles of any liability under this mandate and guarantees it against any action that might be taken against it by a member of staff to whom it has been called upon.

7. Any changes that take place after the acceptance of the order must be sent to Groupe Choux de Bruxelles in writing no later than 14 days before the start of the event, in the understanding that Groupe Choux de Bruxelles reserves in this case the right to amend its offer accordingly.

In particular, the Client undertakes to notify in writing of any increase in the number of guests no later than 10 days before the start of the event. If the Client warns of an increase in the number of guests less than 10 days before the start of the event, he agrees that the additional guests will be counted at 125%.

Assuming that, without Groupe Choux de Bruxelles being notified under the conditions described above, the number of guests present would be greater than the number of guests announced, the client accepts that the additional guests are counted to him at the agreed amount in the order, plus 50%.

8. The Client will ensure that the access to its premises and their power supply, possible air conditioning and connections are in all respects in accordance with the technical characteristics and standards of the equipment used.

9. The Client is committed to providing the staff of Groupe Choux de Bruxelles with several parking spaces at the event site. Failing that, the Client agrees to pay the parking costs incurred during the duration of the event, including assembly and dismantling. This fee will be charged to the Client after the event

10. The prices stated in the offer do not take into account any organisational difficulties encountered at certain locations and may be adjusted according to the circumstances.

11. Groupe Choux de Bruxelles disclaims any liability for any damage of any kind affecting the Client's property or belonging to the participants, although this damage is the result of its gross or minor, unintentional fault, and regardless of where those goods have been moved or stored.

12. An order cancellation by the Client must take place by registered mail. In the event of cancellation of the order by the Client more than 15 days before the event (the date of the post stamp in evidence), the Client agrees to compensate Groupe Choux de Bruxelles up to a sum fixed at 25% of the Contract price concluded, in addition to reimbursement to Groupe Choux de Bruxelles of all costs incurred until the day of the cancellation.

In the event of cancellation of the order by the Client less than 14 days before the event, the Client agrees to compensate Groupe Choux de Bruxelles up to a sum fixed amount at 50% of the Contract price concluded, in addition to reimbursement to Groupe Choux de Bruxelles of all costs incurred until the day of the cancellation.

In the event of cancellation of the order by Groupe Choux de Bruxelles for reasons foreign to a case of force majeure, an event beyond its control or failure to pay by the Client the instalments provided for in Article 13 of these terms and conditions, the cancellation will result in a sum compensation in favour of: - 25% of the price of the order for a cancellation involving more than 15 days before the event; - 50% of the price paid for any cancellations less than 15 days before the event.

In the event of the cancellation of the order by Groupe Choux de Bruxelles for reasons of force majeure, events beyond its control or failure to pay by the Client the instalments provided for in Article 13 of these terms and conditions, no compensation will be owed by Groupe Choux de Bruxelles.

By force majeure, we mean any sudden, unpredictable event, beyond the control of Groupe Choux de Bruxelles, making the performance of its obligations impossible such as fire, natural disaster, storm, explosion, earthquake, act or settlement of a public authority or a decision of a court, a strike, a lockout, terrorist attacks or consequences of attacks, a disease (epidemic,

pandemic such as Corona-virus), a lock-down or any other form of social unrest; the absence of electrical power or other essential services, the failure of technical means or any other or similar cause that is beyond the reasonable control of Groupe Choux de Bruxelles.

In the event of cancellation of the Contract due to temporary force majeure, the parties are justified in requesting the postponement of the event (revision of the Contract) which must be executed within one year of the date of the occurrence of force majeure. All the sums already paid or due on the date of the occurrence of force majeure will remain in possession of Groupe Choux de Bruxelles. In any event, the parties undertake to find an amicable solution in order to be able to carry out this Agreement as much as possible.

In the event of cancellation of the Contract due to final force majeure, all sums already paid by the Client or due on the date of cancellation will remain in possession of Groupe Choux de Bruxelles, except for the Client who has the status of consumer under the Code of Economic Law to whom the deposit paid will be reimbursed by Groupe Choux de Bruxelles.

13. If the Client is a company or an individual based in Belgium, a down payment of 30% of the total estimated catering offer will be charged to the Client upon receipt of his written confirmation of the offer. A second down payment, 40% of the total estimated catering offer, will be billed to the Client one month before the event date. These two instalments must be paid no later than one week before the event. Only receipt of the payment of these two instalments, representing 70% of the estimated offer, will confirm the performance of the agreed benefits.

In the event of additional services, Groupe Choux de Bruxelles reserves the right to submit a supplementary invoice after the event.

If the Client is a company or an individual established outside Belgium, a down payment of 100% of the total estimated catering offer will be charged. This down payment must be paid no later than one week before the event date. In the event of additional services, Groupe Choux de Bruxelles reserves the right to submit a supplementary invoice after the event.

For all Clients (Belgium and outside Belgium), in the absence of payment of the due instalments, Groupe Choux de Bruxelles reserves the right to cancel or suspend the event without notice or compensation and subject to any rights as well as to demand payment as of right and formality of the compensation provided in Article 12 of these terms and conditions.

14. All invoices are to be paid immediately, net and without discount, in euros, on the account mentioned on the catering offer.

Any invoice is addressed only to the co-contractor either to the individual or legal person who signed and confirmed the offer or order of Groupe Choux de Bruxelles

At the request of the Client, Groupe Choux de Bruxelles will agree to split an invoice between several individuals or legal entities on the condition that all of these persons have signed the offer or the purchase order on the understanding that they are committed in solidarity and in solidum to the fulfilment of all obligations arising from the Contract.

Any unpaid amount at maturity will result in the payment of a late interest of 1% per month and a flat-rate and irreducible compensation of 15% with a minimum of 125 euros in damages.

Groupe Choux de Bruxelles will be liable for the same sum compensation, failing to provide the service(s) ordered by the Client at the agreed time, except in case of force majeure or event beyond its control.

For environmental, economic and facility reasons, Groupe Choux de Bruxelles prefers to send invoices exclusively electronically

(PDF format). Unless the Client expressly requests otherwise within 14 days of signing the offer or purchase order, the Client agrees to receive invoices from Groupe Choux de Bruxelles throughout the contractual relationship and on a final basis, at the email address with which he confirmed the offer or order, and this to the exclusion of any particular platform specific to the Client.

The Client hereby agrees to open this email address at the beginning of each month, to read the invoice addressed by Groupe Choux de Bruxelles. In the event of a change or problem with this email address, the Client undertakes to contact the accounting department of Groupe Choux de Bruxelles without delay: info@chou.be or at '32(0)2/356.81.02.

In the event of a false email address or illegal manoeuvres, Groupe Choux de Bruxelles reserves the right to initiate criminal proceedings against the Client.

15. Any rental of equipment is at the sole responsibility of the Client who will be liable for any loss or damage of whatever kind, accidental or not, to it. Thus any damage, particularly to table coverings (burns, stains...) or to equipment will be charged to the Client.

16. Parties expressly agree that invoices not challenged by registered mail within 8 days of the invoice date, will be deemed to have been accepted.

17. In the event that a claim is well founded, the responsibility of Groupe Choux de Bruxelles cannot exceed the value of the goods supplied. In any event, Groupe Choux de Bruxelles disclaims any responsibility for any delays or failure to deliver in case of difficulties in accessing the Client's premises or inadequacies in the preparation of these premises, and more generally in case of force majeure or events beyond its control.

In the event of a claim which is attributable to Groupe Choux de Bruxelles, the Client agrees not to seek compensation of more than 1,000,000 euros in case of subsequent personal, material and intangible damages and 250,000 euros in cases of non-consecutive intangible damage, being the maximum amount of intervention of the liability insurance policy underwritten by Groupe Choux de Bruxelles. The Client agrees to foresee all the necessary insurances for the type of event he organizes, especially for the equipment entrusted to him.

18. The possible nullity of a clause in these terms and conditions does not alter the validity of the other provisions.

19. This convention is subject to Belgian law and any related challenges will be the exclusive jurisdiction of the courts of the district of Brussels.

GENERAL TERMS AND CONDITIONS

Conditions to the PROVISION of the EVENT LOCATIONS

These terms and conditions apply to any provision of rooms by a member of the following entity called « Groupe Choux de Bruxelles », a group composed of companies: : « A PROPOS sa », « A PROPOS CATERING srl », « CAFÉ GEORGETTE srl », « EP CONCEPT srl », « GIO'S STRADA srl », « GOOD ROBINSON sa », « GROUPE CHOUX DE BRUXELLES sa », « LA CHAUFFERIE srl », « L'ARCHE DU GOURMET srl », « PBA-PSK CATERING sa », « R.I.E. sa » et « RGMP srl » and this is so long as it is not deviated from specific contractual provisions (hereafter « the Contract »), agreed between « **Groupe Choux de Bruxelles** » and « **the Client** », the Client being defined as the person validly representing a legal person or his own business or a consumer within the meaning of Article I.1, 2° of the economical legal code. As a result, the Client cannot invoke the application of its own terms and conditions, even if they provide that they are the only ones to apply. The non-implementation of any clause included in these general terms and conditions may not be interpreted as a waiver of that clause by Groupe Choux de Bruxelles.

Groupe Choux de Bruxelles respects your privacy, see our "Privacy Charter" at www.chou.be/privacy.

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1. Offer and Options

The given offers and options are valid for up to 15 calendar days. If a third party wishes to confirm the date during this validity period, a 24-hour period is granted to the Client in the first option to confirm his date. Beyond this term, and without written confirmation from the beneficiary, Groupe Choux de Bruxelles reserves the right to automatically cancel the options.

The options given are to be confirmed within 15 days by referring the rental offer signed for agreement to the commercial service of Groupe Choux de Bruxelles.

2. Billing

Any invoice is addressed only to the co-contractor either to the individual or legal person who signed and confirmed the offer or order of Groupe Choux de Bruxelles.

At the request of the Client, Groupe Choux de Bruxelles will agree to split an invoice between several individuals or legal entities on the condition that all of these persons have signed the offer or the purchase order on the understanding that they are committed in solidarity and in solidum to the fulfilment of all obligations arising from the Contract.

For environmental, economic and facility reasons, Groupe Choux de Bruxelles prefers to send invoices exclusively electronically (PDF format). Unless the Client expressly requests otherwise within 14 days of signing the offer or purchase order, the Client agrees to receive invoices from Groupe Choux de Bruxelles throughout the contractual relationship and on a final basis, at the email address with which he confirmed the offer or order, and this to the exclusion of any particular platform specific to the Client.

The Client hereby agrees to open this email address at the beginning of each month, to read the invoice addressed by Groupe Choux de Bruxelles. In the event of a change or problem with this email address, the Client undertakes to contact the accounting department of Groupe Choux de Bruxelles without delay: info@chou.be or at '32(0)2/356.81.02.

In the event of a false email address or illegal manoeuvres, Groupe Choux de Bruxelles reserves the right to initiate criminal proceedings against the Client.

3. Deposit

A down payment of 100% of the estimated total for the provision of the event space will be billed to the Client upon receipt of its confirmation. Only the receipt of the payment of this deposit, no later than one week before the date of the event, will serve as a guarantee of reservation for the room.

The rented premises will therefore only be made available to the Client on the condition that all invoices opened with Groupe Choux de Bruxelles are paid.

4. Final count

After the event, a final invoice including all costs (rental, possible costs, catering, etc.) will be drawn up by Groupe Choux de Bruxelles.

5. Payment time

All invoices are to be paid immediately, net and without discount, in euros, on the account mentioned on the rental offer. Any invoice that remains unpaid in whole or in part signifies as of right and without notice a moratorium interest of 1% per month on the outstanding amount. In addition, if you do not pay, the bill will be increased by 15% with a minimum of 125 euros as an irrevocable compensation.

Groupe Choux de Bruxelles will be liable for the same compensation, failing to provide the service(s) ordered by the Client, at the agreed time, except in case of force majeure or event beyond its control.

6. Postponement by Client (any changes must be made in writing)

The postponement of an event space to a later date is permitted to the extent of the availability of the spaces, only if the new date appears within six months of the planned date of the event and if in the remaining and confirmed deadline, the sales team of Groupe Choux de Bruxelles manages to find a new Client.

7. Cancellation by the Client or by Groupe Choux de Bruxelles (any changes must be made in writing)

In the event of a total or partial cancellation of the Contract by the Client, the cancellation fee is calculated from the date of receipt of the email or cancellation letter before the date of the event, in percent (%) of the total amount of the Contract or partial cancellation: more than 141 days (25% of the amount), 140-91 days (50% of the amount), 90-31 days (75% of the amount), 30-0 days (100% of the amount), except in case of force majeure.

In any event, all sums already paid or due on the date of cancellation will remain in possession of Choux de Bruxelles and the remaining sums to be paid will be payable to Choux de Bruxelles within 10 days of the cancellation, subject to the right for Choux de Bruxelles to demand additional damages. Any commitments, expenses or expenses incurred by Choux de Bruxelles on behalf of the Client will always be at the Client's expense.

In the event of cancellation by Groupe Choux de Bruxelles for reasons foreign to a case of force majeure or an event beyond its control, the cancellation will result in a compensation in favour of the Client of: 25% of the Contract price concluded for a cancellation taking place more than 141 days before the event; 50% of the Contract price for a cancellation between the 140th and 91st day before the event; 75% of the Contract for a cancellation between the 90th and 31st day before the event; 100% of the Contract made for cancellation within 30 days of the event.

8. Termination by Groupe Choux de Bruxelles

Groupe Choux de Bruxelles may terminate the Contract immediately and as of right at any time and without notice or judicial intervention in the event that the contractor does not comply with the terms of these terms and conditions or in the event of a serious breach of the Client of which here are some examples, without this list being exhaustive: the unilateral change by the Client of the object of the event, the program or stakeholders; Non-execution of payments by the Client within the allotted time; The Client's failure to comply with security, public address or administrative obligations; Declaring bankruptcy or any similar situation of the Client; there are concrete indications of the risk of breaches of security or public order; Etc.

In the event of termination of the Contract for serious breach of the Client, the Client remains bound to pay the total price of the Contract. In any event, all sums already paid or due on the date of cancellation will remain the property of Groupe Choux de Bruxelles and the remaining sums will be payable to Groupe Choux de Bruxelles within 10 days of termination, subject to the right for Groupe Choux de Bruxelles to demand additional damages. Any commitments, costs or expenses made by Groupe Choux de Bruxelles on behalf of the Client will always be at the Client's expense.

9. Responsibilities and insurance

Groupe Choux de Bruxelles bears no responsibility of any kind for all the direct consequences, of fortuitous cases, of force majeure, which prevent or hinder the implementation of the Contract.

The Client is responsible for all damage to the spaces used as well as those caused to the building and its inventory; but also to damage to third parties, by its staff, suppliers, subcontractors or anyone brought into the building by the Client; Finally, the Client is responsible for all damage caused to vehicles, infrastructure and people occurring around the event hall or in and around the parking lot made available.

The Client agrees to conclude the following assurances;

- Damage that can be caused to buildings, facilities and equipment made available to the Client. For all damage, damage and damage, the Client must sign an insurance of the type "Events Liability";

- Damage that can be caused to third parties. Groupe Choux de Bruxelles has an insurance covering its own liability, for any personal or material damage that may be caused by its agents to third parties. It is the responsibility of the Client on his behalf and for his agents to sign an insurance covering their liability for any personal or material damage that he may cause to third parties, including the participants in their event;

- Damage to equipment and instruments belonging to the Client. Under no circumstances is Groupe Choux de Bruxelles responsible for the monitoring, damage or loss of equipment and/or instruments rented by or belonging to the Client.

Groupe Choux de Bruxelles receives a copy of the insurance certificates on request. Failing to do so, Groupe Choux de Bruxelles will be able to terminate this agreement, as stipulated in the article "Cancellation by Groupe Choux de Bruxelles" of these terms and conditions.

10. Catering

Catering is provided exclusively by one of the companies that is part of Groupe Choux de Bruxelles or by its designated partners. The Client will contact the sales department at '32(0)2/359.92.40 in order to book the date in the schedule. The exact number of people is to be communicated in writing/e-mail no later than 10 days before the event.

Sound and Technique

The sound system and the technique are provided exclusively by one of the partners designated or approved by the Groupe Choux de Bruxelles.

The Client undertakes to regulate the sound system and the technique so as not to disturb the residents. In any event, the maximum noise level for amplified music generated at any location in the building where people may generally be located must comply with the provisions of the Royal Order of 24 February 1977 (repealed for the Brussels Region by ARR 2017-01-26/32, Art 17,007; in force 21-02-2018) setting acoustic standards for music in public and private institutions.

The Client is committed to complying with this or any other future, more stringent legal or regulatory provision. Failing to do so, Groupe Choux de Bruxelles reserves the right to take all necessary measures during the event (including turning down the music, the immediate cessation of the event, etc.) and reserves the right to claim damages for the damage suffered.

In addition, the Client is also required to comply with the legislation in force for its employees, in particular the Royal Order of 16 January 2006 on the protection of the health and safety of workers from the risks associated with noise in the workplace.

The Client also confirms to pay royalties, taxes, etc. due in relation to any audio-visual media that would be broadcast during the term of the Contract.

11. Force majeure

Groupe Choux de Bruxelles will be relieved of its obligations to the Client and will not be required to compensate in the event of force majeure such as a fire, a natural disaster, a storm, an explosion, an earthquake, an act or regulation of public authority or a decision of a court, a strike, a lockout, terrorist attacks or consequences of attacks, an epidemic (an epidemic, pandemic such as Corona-virus), a lock-down, or any other form of social unrest; in the event of no electrical power or other essential services, failure of technical means or any other or similar cause that is beyond the reasonable control of Groupe Choux de Bruxelles. The Client will not be entitled to damages in any capacity.

In the event of cancellation of the Contract due to temporary force majeure, the parties are justified in requesting the postponement of the event (revision of the Contract) which must be executed within one year of the date of the occurrence of force majeure. All sums already paid or due on the date of the occurrence of force majeure will remain in possession of Groupe Choux de Bruxelles. In any event, the parties undertake to find an amicable solution in order to be able to carry out this Agreement as much as possible.

In the event of cancellation of the Contract due to final force majeure, all sums already paid by the Client or due on the date of cancellation will remain in possession of Groupe Choux de Bruxelles (except for the Client with the status of consumer under the Code of Economic Law to whom the deposit paid will be reimbursed by Groupe Choux de Bruxelles).

12. Content of conditions

Changes in these conditions will only be made in writing and by consent of both parties.

13. Dispute and litigation

Any protest would be inadmissible if not addressed to us by registered mail within 8 days of sending the invoice. Any dispute relating to the interpretation or execution of these general conditions for the provision of event space will be decided under Belgian law and subject to the exclusive jurisdiction of the courts of the district of Brussels.