



GENERAL TERMS OF SALE AND SERVICE

1. Scope

- 1.1. Our general terms of sale and service apply to all orders placed with the Société Privée à Responsabilité Limitée*Private limited liability company (SPRL) OSCAR.dj, which uses the trading name 'AS YOU WISH' and has a registered office at 3090 Overijse, Alfons Dekeyserstraat 44, hereinafter referred to as 'AS YOU WISH'.
- 1.2. By entering into an agreement with AS YOU WISH, the client acknowledges that s/he has read and understood the present general terms and will abide by them in full.
- 1.3. These general terms of sale are the only terms deemed applicable and replace any general or specific terms used by the client, unless otherwise expressly agreed in writing by AS YOU WISH.
- 1.4. Any exception or exemption that AS YOU WISH agrees to make to the present general terms is limited to the specific contract in which this exception or exemption is included.
- 1.5. AS YOU WISH may amend the present general terms of sale at any time. However, the terms issued at the time of the order will remain in force for that order.

2. Quotations and orders

- 2.1. Quotations provided by AS YOU WISH are valid for one month. Regardless of their period of validity and provided that they have not been accepted by the client, quotations may be revoked or changed at any time, without notice or compensation.
- 2.2. Quotations provided by AS YOU WISH are based on the information provided by the client. If the client requests additional services or changes to the services desired, AS YOU WISH is authorised to withdraw its quotation and/or provide a new one that has been amended to take the client's new requirements into account.
- 2.3. In urgent situations (orders submitted less than a month before the day on which the services need to be provided), AS YOU WISH reserves the right to provide a quotation with a shorter period of validity. These special terms will be specified in the quotation and will only apply to the order in question.

3. Prices

- 3.1. The prices quoted by AS YOU WISH are shown in euros and do not include VAT. Any increase in VAT or new taxes that may be introduced in the period between the order being placed and the services being provided will be payable by the client.
- 3.2. The prices shown in the quotation concern only the services described in the quotation, to the exclusion of any other services.

4. Payment

- 4.1. Invoices must be paid within the period specified, or at the latest within two weeks of being received. Payments should be made to the bank account registered to the AS YOU WISH registered office (account no. 001-6839658-70 / IBAN BE60 0016 8396 5870 / BIC GEBABEBB).
- 4.2. Any amount that remains outstanding when the invoice falls due will be subject to interest corresponding to the rate stipulated by the law of 2 August 2002 relating to the



fight against delayed payments in commercial transactions, plus 4%/year, as well as a fixed and irreducible penalty charge of 15% of the total cost (100 euros minimum). These surcharges may be applied without prior formal notice and are without prejudice to any other damages caused by the delay in payment.

- 4.3. Any disputes relating to an invoice must be submitted in a letter sent by recorded delivery to the registered office of AS YOU WISH, within one week of the invoice being sent. If no such notification is received within this period, then it is assumed that the invoice has been irrevocably accepted.

5. Right to withdraw from distance contracts

- 5.1. When placing an order for services, the consumer has the right to terminate the contract, without penalty and without having to give a reason, within a fourteen-day period. This period begins the day after the day on which s/he enters into the contract.
- 5.2. To exercise this right of withdrawal, the consumer must notify AS YOU WISH of his/her desire to cancel the service in writing (in a letter sent by recorded delivery or in an email requesting a return receipt) within this fourteen-day period.
- 5.3. If the consumer has already made payments prior to exercising his/her right of withdrawal, AS YOU WISH will be required to refund these amounts without any charges and within thirty days at the latest from the withdrawal from the contract and/or the return of the goods delivered.
- 5.4. The consumer may not exercise this right of withdrawal in the case of contracts for services that are already being provided with the consumer's consent prior to the end of the withdrawal period stipulated in section 5.1.

6. Cancellation

- 6.1. With the exception of the right of withdrawal set out in section 5 or a force majeure event, the client has the right to cancel his/her order up to 21 days before the services are provided. The client must notify AS YOU WISH of his/her desire to cancel in writing (in a letter sent by recorded delivery or in an email requesting a return receipt).
- 6.2. The cancellation of a contract will not result in any amounts already paid being refunded or any compensation whatsoever being paid.
- 6.3. If no payment has been made, AS YOU WISH is entitled to charge a fixed cancellation fee of € 100, without prejudice to any claim for reimbursement of all costs already incurred by AS YOU WISH for the cancelled contract.

7. Force majeure

- 7.1. A force majeure event is one that is unforeseeable and beyond the control of either party, including, but not limited to, storms, fires, floods, serious accidents or unexpected strike action.
- 7.2. Neither party will be held responsible for not fulfilling all or part of their obligations if failure to do so is the result of an event deemed to be a case of force majeure.
- 7.3. The party that has been prevented from fulfilling their obligations must inform the other party by telephone, email (requesting a return receipt) or a letter sent by recorded delivery within 24 hours of the event occurring.
- 7.4. The parties agree that they will have to consult with one another as quickly as possible to decide upon the methods and conditions for executing the order, if this still proves possible.



8. Execution

- 8.1. AS YOU WISH undertakes to do everything possible to provide its clients with a high-quality service.
- 8.2. AS YOU WISH is entitled to have the services ordered provided by a member of staff or subcontractor of its choice, under its common law liability.
- 8.3. AS YOU WISH reserves the right to refuse to honour an order placed by a client who has failed to make payment, either in full or in part, for a previous order or with whom a payment dispute is in progress.

9. Client obligations

- 9.1. The client is responsible for handling any formalities involved, including obtaining any authorisations or permits and paying any taxes needed and/or mandatory for carrying out the work agreed (such as those required by the Société Belge des Auteurs, Compositeurs et Editeurs, local municipal regulations and decibel levels).
- 9.2. The client is required to provide AS YOU WISH with any information that may be helpful to ensuring that the event is a success in a timely manner.
- 9.3. Under no circumstances can AS YOU WISH be held liable for any direct or indirect consequences of failure to adhere to sections 9.1 and 9.2.

10. Guarantees and liability

- 10.1. If a client of AS YOU WISH believes that s/he has grounds for disputing the quality of the services provided, then s/he must submit his/her complaint within 8 working days from the day after the day on which the service in question was provided, either in an email requesting a return receipt or in a letter sent by recorded delivery.
- 10.2. In all cases, the liability of AS YOU WISH is limited to the price of the contract signed with the client.
- 10.3. The client is responsible for all equipment provided by AS YOU WISH or its suppliers and will be held liable for any damage to or theft of equipment for any reason that is beyond the control of the AS YOU WISH technical team. Damages will be calculated based on the price indicated in the catalogue at that time.

11. Confidentiality

- 11.1. AS YOU WISH undertakes to implement a strict privacy policy. Personal data will only be published or shared with other parties involved in an event with the client's prior express approval.
- 11.2. The client may object to the processing of his/her personal data, at any time and without having to give any reason, by contacting AS YOU WISH.

12. Intellectual property

- 12.1. All logos, trademarks, photos, videos and designs featuring on any kind of medium (documents, emails, the website, social network pages, etc.) used by AS YOU WISH remain the exclusive property of AS YOU WISH.
- 12.2. Unless otherwise stated in the specific conditions, any complete and/or partial reproduction of these elements, whatever the medium and for whatever purpose, is prohibited.



12.3. AS YOU WISH undertakes not to reproduce elements copyrighted by its clients, suppliers or other associates, whatever the medium on which they feature, without the prior express agreement of the parties concerned.

13. Disputes

13.1. AS YOU WISH prefers to attempt to resolve all disputes amicably before having recourse to the courts.

14. Miscellaneous

14.1. If, by virtue of applying a law or regulation or as a result of a court ruling, one or more of the clauses included in the present general terms are declared null and void, then their removal does not affect the validity of all the other provisions contained in the present general terms.

14.2. The present general terms and the provisions contained in the quotation provided to the client together form a single contract, to which the client must agree in its entirety.

14.3. The contractual relationship between AS YOU WISH and the client is governed by Belgian law.

14.4. Any disputes relating to the contractual relationship between AS YOU WISH and the client will fall under the sole jurisdiction of the courts of Brussels.