

General Terms of Business

Section 1 Scope

1. The present General Terms of Business (hereinafter referred to as the Terms) shall apply for all business transactions with business entities and shall constitute both the basis and an integral part of all contractual agreements which are concluded by and between Production Resource Group BVBA (hereinafter referred to respectively as PRG), on the one hand, and their contractual partners (hereinafter referred to as the Customer), on the other, and which concern the rental of items and/or associated materials and services by PRG.
2. These terms shall also govern all future transactions with the Customer. Individual agreements shall in all cases prevail over the General Terms of Business. The Customer's divergent terms of business, if any, shall be deemed invalid. Such terms of business shall only apply if explicitly confirmed by PRG in writing.

Section 2 Quotation and conclusion of contract

Quotations by PRG shall be without obligation. Orders shall be placed by the Customer in writing and shall remain binding for a period of two weeks as from receipt of the order. PRG shall be free to accept orders at its discretion.

Section 3 Rental period

The rental period shall include the agreed date for provision of the rented items in the PRG warehouse (commencement of rental) and the agreed date for returning the rented items to the PRG warehouse (end of rental). This shall apply regardless of whether the items are transported by the Customer, by PRG or by a third party.

Section 4 Remuneration

1. Unless agreed otherwise, the rental price stated in the PRG price list valid at the time of concluding the contractual agreement shall be deemed to have been agreed.
2. If the fee concerning additional services, such as delivery, installation and support by specialist personnel is not quantified in contractual agreements, a reasonable fee shall be deemed to have been agreed.

Section 5 Transport

1. Unless agreed otherwise, PRG shall not be responsible for transporting the rented items. If PRG explicitly agrees to provide transport services for the rented items, PRG shall be free to transport the goods itself or to contract a third party for this purpose, at its discretion. Section 9, paragraphs 1 and 2, shall apply with regard to any damages claimed.
2. If the goods are transported by a third party on behalf of PRG, the Customer shall first and foremost claim any damages from the third party. To this end, the Customer may demand that PRG's claims against the third party be assigned to the extent commensurate with PRG's liability towards the Customer in accordance with Section 9, paragraphs 1 and 2.

Section 6 Cancellation by the Customer

1. Cancellation (termination of the contractual agreement) by the Customer shall be possible in accordance with the following rules. Cancellation shall only be valid if notified in writing.
2. In the event of a cancellation, the Customer shall be obliged to pay the remuneration pursuant to Section 4 in accordance with the following scale, as compensation for PRG:
 Cancellation 30 days prior to the contractually agreed commencement of rental:
 25% of the total sum.
 Cancellation 15 days prior to the contractually agreed commencement of rental:
 50% of the total sum.
 Cancellation 7 days prior to the contractually agreed commencement of rental:
 90% of the total sum.
 Cancellation after the equipment of PRG is delivered at the event location:
 100% of the total sum.
3. The date of cancellation shall be determined by the date on which PRG receives the written notice of cancellation.

Section 7 Payment

1. Unless agreed otherwise, the remuneration shall be due without deductions / discounts at the time of the contractually agreed commencement of rental. Remuneration for other performances shall also be due upon inception of the contractual period. PRG shall only be obliged to hand the rented items over to the Customer if the remuneration has already been paid in full. The timeliness of all payment shall be determined based on the time of receipt of the money by PRG.

2. If payment is not effected in good time, the Customer shall owe the statutory interest for business transactions after the due date without any further notice. PRG is also entitled to a lump sum indemnification of 10 % of the invoiced amount without any notice.
3. The Customer shall only be entitled to exercise a retaining lien and to set off payment insofar as the counterclaim is undisputed or has been unappealably established by a court of law. The Customer shall be entitled without restriction to exercise a retaining lien resulting from the contractual relationship hereunder.

Section 8 Transferral for use and defects

1. The items rented out by PRG are technically complex devices and correspondingly susceptible to faults, which consequently require particularly careful handling and operation by technically trained personnel.
2. The rented items shall be made ready by PRG in its warehouse between 09.00 and 18.00 hours on weekdays (Monday to Friday) in a condition suitable for the contractually agreed use, for the duration of the agreed rental period. The Customer shall be obliged to examine the rented items when they are taken over to ensure that they are complete and free from defects and shall immediately report any defects or missing parts to PRG. If the Customer fails to examine the rented items or does not report any defects or missing parts, the rented items shall be deemed to have been approved / without defects, unless the defect was not evident at the time of examination. If such a defect is discovered later, it must be reported without delay following its discovery. Failing that, the condition of the rented items shall be deemed to be approved / without defects even in consideration of the defect. Defects shall be reported in writing in accordance with Section 17.
3. If the rented items are defective at the time of being handed over or if a defect is discovered later, the Customer shall be entitled to demand rectification of the defects after having reported them in good time. This shall not apply if the defect has been caused by the Customer and/or the latter is obliged to service – including repair – the items in accordance with Section 11, paragraph 1, sentences 1 to 3, and Section 16, paragraph 2. PRG may satisfy the demand for rectification either, at its discretion, by providing an equivalent rented item or by repairing the defective item. The Customer may only demand rectification during the period specified in Section 8, paragraph 2. PRG may make rectification of the defect contingent upon payment of transport costs, travel expenses and labour costs by the Customer, insofar as the work entails unreasonable effort. This shall regularly be the case if the rented items are in a foreign country.
4. The Customer shall only be entitled to demand a reduction in price or termination of the contract in accordance with the applicable law if attempted rectification by PRG proves fruitless or PRG has refused to rectify the defect because costs have not been borne in accordance with Section 6, paragraph 3, fifth sentence. If the Customer fails to report the defect or reports the defect belatedly, the Customer shall not be entitled to demand a reduction in price on account of the defect nor to terminate the contract nor to claim damages. Entitlement to damages shall also be excluded if the Customer reports a defect to PRG in good time but it is not possible to rectify the defect within the period of time specified in Section 6, paragraph 2. If a defect is not reported or is reported belatedly, the Customer shall be obliged to indemnify PRG for the resultant loss. The right of termination shall be excluded if the Customer is in any way to blame for the defect.
5. If several items have been rented out, the Customer shall only be entitled to terminate the complete contract on account of the defective nature of a single item if the rented items have been rented out as a complete unit and the defective nature significantly impairs the contractually presumed serviceability of the rented items as a whole.
6. If the Customer rents technical complex equipment or equipment which is difficult to operate without making use of the specialist personnel recommended and offered by PRG, the Customer shall only be entitled to demand rectification of the defect if he can prove that the defect has not been caused partly or entirely by operator errors.
7. The Customer shall be obliged to obtain at his expense and in good time all permits required under public law for the planned use of the rented items. If installation is undertaken by PRG, the Customer shall present the necessary permits to PRG on request beforehand. PRG shall not be liable for the permissibility of the Customer's intended use of the rented items.

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Section 9 Damages

1. The Customer shall only be entitled to assert contractual and statutory claims for damages if they are based on a deceit or wilful or grossly negligent violation of duty by PRG, its statutory representatives or executives.
2. Liability for losses due to loss of life, bodily injury or damage to health shall remain unaffected by these limitations of liability.

Section 10 Obligation to exclude liability in favour of PRG

In agreements with its contractual partners (athletes, sportspeople, spectators, etc.) the Customer shall include a limitation of liability in favour of PRG and corresponding in content with the ruling in Section 9, also for claims in tort. Insofar as PRG is sued for damages due to non-implementation of this obligation, PRG shall be held harmless by the Customer in respect of such claims for damages.

Section 11 Customer's duties during the rental period

1. The Customer shall treat the rented items with care. If the Customer has not booked service personnel from PRG, the Customer shall be obliged to carry out all the necessary maintenance and repair work professionally and at his own expense during the rental period. In particular, the Customer shall repair all defects in lamps and loudspeaker membranes occurring during the rental period. In addition, the Customer shall repair all defects culpably caused by the Customer or pay for such defects to be repaired.
2. The rented items may only be installed, operated and removed in accordance with the technical rules and exclusively by qualified personnel. If items are rented without personnel from PRG, the Customer shall ensure continual compliance with all applicable safety regulations, especially the accident prevention regulations issued by the law, the employers' liability insurance associations and the guidelines of the professional rules.
3. The Customer shall ensure a troublefree supply of electric power during the entire period of use of the rented items. The Customer shall be liable for any damage or losses due to power failures and interruptions or fluctuations in the power supply.

Section 12 Insurance

1. The Customer shall be obliged to take out appropriate and adequate insurance against the risks generally associated with the rented items (loss, theft, damage, third-party liability). The Customer shall provide PRG with proof of appropriate insurance on request.
2. If PRG and the Customer agree that PRG is to take out insurance, the Customer shall refund the costs of the insurance to PRG.

Section 13 Third-party rights

The Customer shall ensure that the rented items remain free from all encumbrances, demands, attachments and other legal claims by third parties. The Customer shall be obliged to inform PRG of such third-party action without delay and make all the necessary documents available. The costs of defending against such action shall be borne by the Customer, unless the action can be ascribed to PRG's sphere of influence.

Section 14 Termination of rental agreements

1. A rental agreement may only be terminated by either party for good cause. This shall also apply with regard to agreed supplementary services.
2. Good cause for PRG shall apply in the following cases in particular:
 - (a) If the Customer's financial circumstances deteriorate significantly, e.g. if a levy of attachment or other enforcement action is brought against him or if bankruptcy proceedings are instituted against his assets or a settlement with his creditors is sought out of court or courtcases initiated by Governmental authorities (VAT, tax, social security, ...).
 - (b) If the Customer uses the rented items in violation of the contractual agreement.
 - (c) If, in the case of a rent agreed and payable according to periods of time, the Customer defaults on payment of the rent for two payment deadlines or on a total sum equal to the rent payable on two payment deadlines.

Section 15 Return of the rented items

1. The rented items shall be returned to PRG's warehouse in full, in orderly, clean and faultless condition during the period specified in Section 8, paragraph 2, at the latest on the last day of the agreed rental period. The duty to return items shall also encompass any defective rented items, especially lamps and other small accessory parts.

2. The rented items shall only be deemed to have been returned completely when all rented items have been unloaded in PRG's warehouse. PRG reserves the right to inspect the rented items in detail. Acceptance without complaint shall not be interpreted as approval of the completeness and condition of the returned rented items.
3. If the agreed rental period is exceeded, the Customer shall inform PRG accordingly in writing and without delay. Continued use shall not lead to an extension of the rental. For every day by which the agreed rental period is exceeded, the Customer shall pay compensation equal to the agreed remuneration per day. This remuneration shall be calculated by dividing the originally agreed total price by the number of days of the originally agreed rental period. PRG reserve the right to assert further claims.
4. If rented items are damaged or lost, the Customer shall refund PRG the cost of repairs; in the event of a total write-off or loss, the Customer shall refund the cost of replacement, minus any residual value if applicable. In addition, the Customer shall also repay any consequential losses incurred, especially any reduction in value, expert fees, loss of rental income and a lump sum for administrative expenses.
5. If lamps or other small accessory parts are damaged or lost, the Customer shall refund the new value of the parts, unless the Customer can prove that PRG has not incurred any loss or that the loss is considerably smaller.

Section 16 Long-term rented items

1. The provisions of this Section shall apply if the agreed rental period equals more than two months or if the Customer remains in possession of the rented items for more than two months because they are returned late.
2. The Customer shall be responsible for servicing and – where necessary – repairing the rented items.
3. The Customer shall be obliged to undertake all technical inspections and maintenance of the rented items as prescribed by law, independently and at his own expense. At the Customer's request, PRG shall provide information on forthcoming inspection and maintenance dates.
4. If the Customer returns the rented items without having carried out the work required by paragraphs 2 and 3, PRG shall be entitled, without further reminder and without setting a period of grace, to carry out the necessary work or to order third parties to carry out the work at the Customer's expense.

Section 17 Written form

Insofar as written form has been agreed or prescribed by the present Terms, this requirement shall also be met by facsimile transmission (fax) and by electronic documents bearing a qualified electronic signature in accordance with the German law on signatures.

Section 18 Concluding provisions

1. Subsidiary verbal agreements have not been reached unless a written confirmation, by both parties.
2. If any of the provisions in the contractual agreement, including these Terms, prove to be invalid or have not been validly incorporated into the contract, this shall not affect the validity of the remainder or of the contract itself. The parties undertake to agree instead on a valid ruling most closely fulfilling their economic and legal intention.
3. The present Terms and all legal relations between PRG and the Customer shall be governed by the laws of Belgium excluding the United Nations Convention on the International Sale of Goods (CISG).
4. Place of performance shall be at PRG's head office.
5. The jurisdiction shall be at PRG's business headquarters, the tribunal of Leuven and the court of Brussels.