

## **SEAUTON FRAMEWORK CONTRACT GENERAL TERMS AND CONDITIONS**

### **1. SCOPE**

- 1.1. These general terms and conditions are applicable to all agreements made between SEAUTON and the Client in relation to a framework agreement concluded with the Client (hereinafter the '**Agreements**') and to all other services and performances SEAUTON delivers in the execution of or in addition to these Agreements (hereinafter the '**Services**').
- 1.2. In case of any conflict between these general terms and conditions and the provisions included in an Agreement, in the framework agreement or in any special terms and conditions pertaining to that framework agreement, those provisions and/or special terms and conditions shall take precedence.

### **2. DEFINITIONS**

- 2.1. 'SEAUTON' means SEAUTON BV, a company under Belgian law with its registered office at Vaardijk 3/2, 3018 WIJGMAAL, Belgium, and registered in the Crossroads Bank for Enterprises under 0464.882.990.
- 2.2. 'Client' means any natural or legal person who concludes an Agreement with SEAUTON.
- 2.3. 'Parties' means SEAUTON and the Client.
- 2.4. 'Agreement' means any agreement for the delivery by SEAUTON of an Event and/or Service to the Client that is concluded under a framework agreement made between the Parties, as well as any appendix and/or addendum to and addition or alteration to such agreement.
- 2.5. 'Event' means the event and/or activity that forms the subject of the Agreement.
- 2.6. 'Service' means all services that form the subject of an Agreement, whether or not linked to the delivery of an Event, including but not limited to the organisation of meetings, congresses, seminars and incentives and the management of associations.
- 2.7. 'Participant' means any person participating in an Event delivered in execution of an Agreement.

### **3. AGREEMENT CONCLUSION**

- 3.1. By concluding an Agreement, the Client expressly accepts the general terms and conditions set down below, which shall be applicable notwithstanding the provisions included in the Agreement in question, in the framework agreement concluded with the Client or in any special terms and conditions pertaining to that framework agreement.
- 3.2. The Client acknowledges that it is aware of SEAUTON's right to consider quotes and or proposed Agreements as non-binding if these are not drawn up or sent by the managing director, the sales manager, the business unit manager or the senior project manager of SEAUTON, as specified on the SEAUTON website. Upon acceptance a quote or proposed agreement, the Client, on the other hand, cannot invoke this clause to claim that the agreement has not materialised.
- 3.3. The quotes and proposed Agreements issued by SEAUTON shall be valid for a period of 14 (fourteen) days from the date of dispatch, unless expressly stated otherwise.
- 3.4. An Agreement shall only be concluded upon signature and return by the Client of the quote or proposed Agreement, notwithstanding the provisions of Article 6, unless SEAUTON has already commenced its performance pursuant to the quote or proposed Agreement, in which case SEAUTON may unilaterally decide whether to perform the Agreement or terminate the Agreement at the expense of the Client.
- 3.5. All quotes and proposed Agreements shall be drawn up on the basis of the information provided by the Client and/or Participant, which must contain everything that may reasonably have an impact on the Agreement. If the information provided by the Client proves to be incomplete and/or inaccurate, SEAUTON reserves the right to draw up an additional quote or proposed Agreement, including price amendments, and to consider the original quote and/or proposed Agreement to be non-existent. Any additional costs resulting from the provision of incorrect information may be charged to the Client.
- 3.6. The Client undertakes to pass on any information provided by SEAUTON concerning the execution of the Agreement to the Participant and indemnifies SEAUTON for all possible damage and claims that may be made against SEAUTON in this context.

#### 4. PRICES

- 4.1. The Event prices are calculated on the basis of the (transport) costs and exchange rates applicable on the date the price is drawn up, and more specifically, on the average fuel prices for charter flights over the course of the month in which the price for the Event is drawn up.
- 4.2. SEAUTON reserves the right to review the prices specified in the Agreement, insofar as the exact calculation method for this price review is stipulated in the Agreement and the review is the result of a change in (a) the exchange rates applied at the Event, (b) the transport costs (including fuel costs), (c) the charges and taxes due for certain Services.

The price specified for the Services may be amended at any time and within reason to reflect any increases or decreases in costs and/or charges related to SEAUTON's Services or organisation.

Adjusted prices shall be implemented proportionally to the part of the Agreement or the Event that is subject to the review.

#### 5. PAYMENT

- 5.1. Unless expressly agreed otherwise in the Agreement or the framework agreement with the Client under which the Agreement is concluded, all SEAUTON invoices are payable in full on the invoice date and at SEAUTON's registered office.
- 5.2. Unless expressly agreed otherwise in the Agreement or the framework agreement with the Client under which the Agreement is concluded, the agreed total price for the Event shall be payable as follows:
- 45% (forty-five percent) at the time the Agreement is concluded, with a minimum of 10,000 EUR (ten thousand euros);
  - 30% (thirty percent) no later than 6 (six) months prior to the start of the Event;
  - 20% (twenty percent) no later than 2 (two) months prior to the start of the Event;
  - 5% (five percent) within a period of 7 (seven) calendar days after the end of the Event.

As an exception to the above, the agreed total price for Agreements concluded less than 1 (one) month prior to the start of the Event is payable immediately and in full.

If the Client fails to pay an advance in accordance with the above provision, the Agreement shall automatically be considered non-existent and SEAUTON shall claim a severance payment in application of Article 10. In such case, the Client shall not be eligible for a refund of any amounts already paid, unless SEAUTON is subject to a legal obligation to repay such amounts.

- 5.3. If the Client fails to pay an invoice arising from the Agreement by the due date and does not comply with a reminder to do so within a period of 8 (eight) calendar days of receipt thereof, SEAUTON may either terminate the agreement immediately in application of Article 10, or continue the Agreement, in which case the invoice amount shall, by operation of law and without notice of default, be increased by a conventional late-payment interest of 12% and a flat-rate compensation amount of 10%, with a minimum of 100 EUR (one hundred euros).

Any failure to pay an invoice arising from the Agreement by the due date shall, by operation of law, cause all amounts not yet due to become due.

#### 6. COMPLAINTS/OBJECTIONS

- 6.1. Any complaints in relation to an Agreement or Service shall only be accepted insofar as they are submitted to SEAUTON by registered post within a period of 8 calendar days following the date on which the event that gave rise to the complaint occurred and insofar as the cause and subject of the complaint are described in detail.
- 6.2. Any shortcomings in the execution of an Agreement or Service must always be interpreted restrictively (e.g. complaints in relation to accommodation) and must be submitted to SEAUTON within a period of 1 (one) month following the end of the Event.
- 6.3. If no objection to an invoice is received by registered post within a period of 8 (eight) calendar days from receipt of such invoice by the Client, the invoice, the Services charged for on that invoice and the associated invoiced part of the Agreement shall be deemed to have been irrevocably accepted by the Client without fault.
- 6.4. Any complaints or objections shall not relieve the Client of its payment obligations.

#### 7. TRANSFERABILITY OF BOOKINGS

The Client/Participant is not permitted to transfer its rights or obligations under the Agreement to a third party in full or in part, except with prior written approval from SEAUTON. If a transfer does occur, all

**Commented [WO1]:** Deze bepaling kan mogelijk gekwalificeerd worden als een onrechtmatig beding in de zin van artikel VI.91/4, 3° WER.

costs of such transfer shall be fully for the account of the Client/Participant, and the Client/Participant shall remain jointly and severally liable for the payment of the prices and invoices arising from this Agreement.

#### **8. CHANGES TO AGREEMENTS**

- 8.1. If, prior to the start of the Event, it becomes apparent that any elements of the Agreement designated as essential by the Parties cannot be executed, SEAUTON shall notify the Client as soon as possible of this change. In this case, the Client/Participant has the right to terminate the Agreement or the element in question free of charge. If an element of the Agreement is terminated, the remainder of the Agreement shall remain in full force.
- 8.2. In the event of a change to the Agreement, the Client/Participant must notify SEAUTON within a period of 48 (forty-eight) hours and, in any case prior to the Event, of its intention to accept such change or terminate the Agreement. In the absence of such notice, the Client/Participant shall be deemed to have accepted the change(s) to the Agreement, and any later termination by the Client/Participant shall fall under the scope of Article 10.
- 8.3. If the Client/Participant accepts the changes to the Agreement, these changes, together with their impact on the agreed prices, shall be included in an addendum to the Agreement, which shall form an integral part thereof.

#### **9. FULL OR PARTIAL NON-EXECUTION OF THE AGREEMENT/THE EVENT**

If, during the execution of the Agreement, it becomes apparent that an important part of the Services or an essential element of the Agreement — which is expressly stipulated as such in the Agreement — cannot or can no longer be executed, SEAUTON shall take all reasonable measures to offer suitable alternatives to the Client/Participant with a view to the continued execution of the Agreement/the continuation of the Event.

#### **10. TERMINATION BY THE CLIENT/PARTICIPANT**

In the event of termination of the Agreement by the Client/Participant for any reason, including a termination in accordance with Article 5, the Client/Participant shall owe SEAUTON a compensation amount equal to (a) 100% of the amount pertaining to the Agreements, minus the amounts saved by the cancellation of flight tickets, hotels etc., but plus the costs arising from these cancellations and (b) 70% of the amount pertaining to the Services. The obligation on the part of the Client/Participant to pay this compensation shall arise, by operation of law, the moment notice of termination is served to SEAUTON, without any notice of default being required.

#### **11. LIABILITY**

- 11.1. SEAUTON cannot be held liable for any unforeseen events such as war, accidents, epidemics, weather circumstances, strikes, changes to laws, new decrees and or regulations and so on (this list is non-exhaustive) and is consequently under no obligation to pay for any additional transport and/or accommodation costs resulting from these events.
- 11.2. SEAUTON accepts no liability for any damage to or loss of the luggage of the Client/Participant during the event and, by extension, during the execution of the Agreement. If any such damage or loss occurs, the Client/Participant must contact the relevant department at the airport and/or carrier. In the event of lost luggage during coach transport, the Client/Participant must promptly notify the coach attendant and driver in writing.
- 11.3. All service timetables listed in the Agreement or provided during the execution of the Agreement are indicative only. The Client/Participant must in all circumstances take into account that these service timetables may change either prior to or during the Event. In any case, SEAUTON accepts no liability for any costs arising as a result of such changes.
- 11.4. SEAUTON accepts no liability for any accidents in relation to the Client/Participant that may occur during the event and, by extension, during the execution of the Agreement.
- 11.5. SEAUTON's liability under the Agreement shall at all times be limited to the total price of the Agreement.
- 11.6. The Client/Participant is obliged to read the information provided in the brochure or at any other time by SEAUTON or by third parties regarding any formalities to be completed.

## **12. GENERAL PROVISIONS**

- 12.1. If one of the provisions of these general terms and conditions is found to be null and void, this shall not impact the validity of the remaining provisions. The Parties undertake, as far as possible and according to their loyalty and conviction, to replace any invalid provisions with equivalent provisions that match the general spirit of the invalid provisions, as well as the element of the Agreement to which the invalid provisions pertain.
- 12.2. These general terms and conditions, the Agreements concluded between SEAUTON and the Client, the Services delivered by SEAUTON and all other agreements with the Client shall exclusively be governed by and shall be interpreted in accordance with the laws of Belgium.
- All disputes that may arise in relation to these general terms and conditions, the Agreements concluded between SEAUTON and the Client, the Services delivered by SEAUTON and all other agreements with the Client shall exclusively and definitively be brought before the competent courts of the judicial district of Leuven, Belgium.