



## General Terms and Conditions of Gigant

### 1. Definitions

In the General Terms and Conditions will be understood under:

Gigant: Gigant International BV (CoC 17059307), Gigant Stage Builders Belgium Bvba (CoC 0864.902.973), Gigant Space Solutions BV (CoC 17173327), Gigant Special Products BV (CoC 17096390), and / or Gigant International Structures BV (CoC 61415634).

- 1.1. Principal: Anyone with whom Gigant concludes an agreement or to whom Gigant issues a special offer or an offer.

### 2. Applicability

- 2.1. These General Terms and Conditions are applicable to all offers, special offers and agreements between Gigant and Principal.
- 2.2. From these General Terms and Conditions can only be deviated by an agreement in writing.
- 2.3. The applicability of the general terms and conditions of Principal is explicitly rejected.
- 2.4. The (legal) invalidity of any stipulation or any part of a stipulation in present General Terms and Conditions does not constitute the invalidity of the other terms and conditions or of the agreement.

### 3. Conclusion of the agreement

- 3.1. All special offers of Gigant are free and non-binding, unless explicitly stated otherwise.
- 3.2. Agreement and/or changes therein are deemed to be concluded from the day of sending of the confirmation of the commission in writing by Gigant, respectively the day on which Gigant actually executed a commission placed by Principal to it.

### ***Prices / Payments/Cancellations***

#### 4. Prices and price adaptations

- 4.1. All prices are exclusive of VAT and other levies which are imposed by the government.
- 4.2. In the following situations Gigant has the right to adapt the agreed price after all:
  - 4.2.1. If the circumstances for the construction and deconstruction considerably deviate from the situation that formed the point of departure at the establishment of the price.
  - 4.2.2. More or less work has been executed.
  - 4.2.3. Gigant cannot leave the packaging the equipment / material behind on location.
  - 4.2.4. Gigant must make costs for the room and board of its personnel.
- 4.3. In case of multi-day (de)construction projects Principal needs to provide for room and board.

#### 5. Payments

- 5.1. The rental price, the costs of transport, surcharges and VAT need to be paid without any deduction or set-off no later than 5 working days before the start of the works, unless agreed differently in writing.
- 5.2. Gigant has the right to require for the compliance with payment obligations (additional) surety, as well as to suspend the compliance with the agreement until the aforementioned surety has been put in place to the satisfaction of Gigant.
- 5.3. If Principal does not, not fully or not timely pay the invoice or a part of the invoice, or does not, not fully or not timely to the satisfaction of Gigant set the surety as set forth in article 5.2, then has Gigant the right to suspend its obligations or to dissolve the agreement without intervention of the courts with immediate effect, without being liable towards Principal for compensation



of damages or costs and retaining the right of Gigant to compensation for damages.

- 5.4. If the Principal not pay within the agreed terms, then he will be in default by law as of from the due date of the invoice and shall he be liable without a notification of default to pay an interest of 1% per month, whereby a part of a month shall be regarded as a full month. Furthermore any invoice left unpaid on the due date will be increased by law and without a notification of default with a forfeit compensation for damages of 10% of the amount of the invoice with a minimum of 125.00 euro per invoice.
- 5.5. The out-of-court (collection) costs, the costs of legal support of Gigant and the court costs made by Gigant shall be fully for the account of Principal.

## **6. Cancellations**

- 6.1. Principal has the right to cancel the agreement in writing or to cancel the commission in writing observing the following terms and under the obligation of Principal to pay the following amounts to Gigant. In case of cancellation:
  - 6.1.1. up to and including 120 days before the date of execution: 40% of the agreed price
  - 6.1.2. up to and including the 31<sup>st</sup> day before the date of execution: 60% of the agreed price
  - 6.1.3. less than 31 days but more than 7 days before the date of execution: 70% of the agreed price
  - 6.1.4. within 7 days before the date of execution: 100% of the agreed price.

## **Delivery / location / rent & material / personnel / role Principal**

### **7. Delivery and delivery terms**

- 7.1. The agreed moment in time on which Gigant starts the execution of the commission, or when the rented goods are being delivered for use, will be strived for by in reasonableness.
- 7.2. Exceeding of the term (strived for) does not oblige to the payment of any compensation and does not give Principal the right to dissolve the agreement and/or to suspend his obligations.
- 7.3. In case of partial deliveries Gigant is authorized to invoice these partial deliveries.
- 7.4. If the safety of its personnel is at stake, for instance because of weather conditions, then Gigant is authorized to suspend the activities till the moment that the circumstances have improved. (E.g. the lifting of roofs or pulling of sails during a wind force above 4 Beaufort.)

### **8. Location**

- 8.1. The Principal shall in each instance be present on the building location, for as long as the construction and deconstruction last.
- 8.2. The Principal will arrange for a good accessibility of the location for all means of transport of Gigant or third parties employed by it.
- 8.3. The Principal will arrange for free and sufficiently spacious and safe parking space for the vehicles of Gigant or of third parties employed by Gigant. Possible parking fines, costs or damages that derive for Gigant from a defect to the facilities mentioned under 8.1 and 8.2 will be charged onwards directly to the Principal.
- 8.4. The Principal shall ensure that Gigant during the delivery of the performance is not being hindered by third parties, such as the public, parked cars or other obstacles. The building ground shall be closed by fences or red and white tape to be able to let Gigant uninterrupted and safely.
- 8.5. The design of the location, in particular the place where the performance should be delivered, as well as required facilities such as electricity, need to be resented and fully equipped so that Gigant can deliver the performance without having to have to arrange for special facilities by itself.



- 8.6. The Principal shall ensure that Gigant shall receive back, on the end date agreed in writing back the rental, the rented or the goods made available, in a clean empty and undamaged state. This date is a fatal date.
- 8.7. The Principal warrants to Gigant that the surface on which the rented or goods made available will be built, or will be brought to and removed from, has sufficient carrying capacity. The Principal can in relation to this warranty enter into consultation with the local competent authorities and with the technical department of Gigant. The aforementioned consultation does not reduce the warranty of the Principal for the carrying capacity of the surface.
- 8.8. The Principal safeguards Gigant for all claims of third parties with regard to the damages inflicted on the surface as well as the hard top layers, paving and facilities present in the surface, to the extent that this damages derives from the delivery of the performance.
- 8.9. The Principal needs to ensure the presence of general facilities (toilets, washing, changing rooms and a room to eat) for the benefit of the personnel of Gigant or for the benefit of third parties employed by Gigant during the period that they are present on the terrain designated by the Principal. If the construction and deconstruction of the activities incurs delay because the Principal does not provide the required cooperation thereto, or that another impediment from his side arises, such as for instance described under 8.9., the Principal will be liable to pay an amount of 70 euro per hour per present member of the personnel of Gigant, unless the cause of the impediment cannot reasonably be imputed to the Principal.
- 8.10. The Principal needs to ensure a safe and proper storage for equipment / packaging of Gigant. If Principal does not have such storage facilities at his disposition, then he needs to report this in advance in writing to Gigant. In the absence hereof Gigant has the right to declare the extra costs to be made by it for payment by Principal, or to suspend the agreement until Principal after all has arranged for such storage.

## **9. Rented goods and/or objects, damages**

- 9.1. All tools and other materials made available by the Principal that are being used by Gigant, are for the risk of the Principal.
- 9.2. It is not permitted for the Principal, and/or the third parties hired by him to apply changes to the objects built by Gigant. If this happens nevertheless, then Gigant accepts no responsibility and/or liability whatsoever for damages caused by it.
- 9.3. It is strictly forbidden for the Principal to saw in, drill in or apply paint or something similar to materials of Gigant. All costs of repair or replacement will be for the account of the Principal.
- 9.4. If damages should arise to the materials of Gigant by activities during the event (for instance fireworks shows / fire spitting etc.) then the costs of replacement or repair will be paid by the Principal.
- 9.5. **In case of damages or accidents the Principal needs to notify Gigant without delay. Gigant can always be reached on +31646196611.**
- 9.6. It is not permitted for the Principal to give the goods rented from or made available by Gigant to third parties in use, to sublease it or otherwise make available, without prior permission in writing by Gigant.

## **10. Help and volunteers**

- 10.1. If agreed Gigant makes use for the construction and deconstruction of the rented of one or several volunteers (incl. stagehands), that are made available by the Principal. These persons need all to be legal adults and competent to assist in the construction and deconstruction of the rented. The Principal will state to Gigant in advance in writing the names and the dates of birth of the volunteers. Not stating names and dates of birth obliges the Principal to insure the volunteers that were made available.
- 10.2. The Principal warrants, that the agreed number of helping persons on the agreed place and time and for as long as Gigant deems such necessary,



provide their cooperation to the construction and deconstruction of the rented, as well as that all volunteers have the required personal protection means (including but not limited to safety shoes with steel noses, working gloves, etc.) at their disposition and use them. To the extent that such is agreed and necessary this also applies to proper climbing suits. In the case of damages and/or personal injury of volunteers caused by the not wearing of the aforementioned personal protection means, Gigant can in no way whatsoever be held liable for damages and the Principal will safeguard Gigant for all claims of volunteers or third parties in that respect.

- 10.3. The volunteers are required at all times to follow the directions and instructions that are given by employees, foremen or personnel, employed by or on behalf of Gigant.
- 10.4. If the Principal does not comply with these obligations, the extra costs deriving there from for Gigant will be charged on the basis of 400 euro per help person not present per day and this notwithstanding the right to claim compensation for damages for higher amounts.
- 10.5. Principal is responsible and liable for the volunteers or helping persons made available by Principal, Gigant so for the volunteers or helping persons made available by it.
- 10.6. Principal safeguards Gigant fully from all claims of third parties that are based on negligent acts of volunteers or helping persons employed by Principal, as well as for damages incurred by these volunteers or helping persons and claims presented by them.

#### **11. Obligations and warranties of the Principal**

- 11.1. The Principal has an obligation to confidentiality towards third parties about enterprise matters of Gigant that have become known to him in the broadest sense of the word.
- 11.2. The Principal commits to store and guard to the rented and all other goods and tools (including but not limited to trailers, semi trailers, fork lift trucks and packaging) remained behind of Gigant as it would do with his own goods. It is at all times and most strongly forbidden to make use of equipment of Gigant left behind unless agreed differently in advance in writing.
- 11.3. It is forbidden for the Principal to remove the advertising expressions of Gigant. Gigant warrants that these advertising expressions shall be small scale, modest and not disrupting.

#### **Permits / Constructions / (safety) inspections / Safety**

##### **12. Permits and (safety) inspections**

- 12.1. The Principal will arrange for the acquisition of the right permits, permissions and exemptions that are necessary for the execution of the commission by Gigant. If Gigant per exception nevertheless arranges for the application for a permit, permission or exemption, then this takes place entirely for the account and risk of the Principal.
- 12.2. If a construction and/or the use thereof are not permitted by an inspecting entity, then the agreement will remain in force and should all payment obligations deriving from the agreement be satisfied.
- 12.3. The costs for adaptations deriving from decisions of inspecting entities are for the account of the Principal.

##### **13. Technical terminology and norms**

- 13.1. All objects built by Gigant have been calculated according to the ***European norms for temporary constructions in force***. All deviating agreements shall be stated on the drawing or in the offer. These need to be confirmed in writing by the Principal. The Principal is responsible for the compliance with and inspection of these agreements during the entire rental period. Hereby



the safety shall be the priority that shall supersede commercial and/or other reasons. If no solution is possible or no agreement is reached over a solution, then Gigant is authorized to deconstruct the rented and to remove it, without that it is held to any compensation for damages to the Principal.

- 13.2. The stated "**floor heights**" are standard the height which is measured from the work floor /ground level to the upper side floor. Hereby the point of departure is that the surface in a standard situation is always flat. If there is no instance of a standard situation, then it shall be determined in advance which point is the reference point for the measure of the height. Should this, for whichever reason, not be determined in advance, then the measure of the height shall be determined on the location by the concerned representative of Gigant.
- 13.3. Under "**permitted floor load**" is being understood: the maximum total load with which the floor may be loaded. Hereby it should be observed that this is a divided load and not a point load. The competent representative of Gigant shall upon establishing exceeding or irresponsible load determine on the location which solution shall be chosen.
- 13.4. Under "**clearance**" is being understood: the free or in-between height, to be calculated from the top side of the floor to the lower side (lowest point) of the roof grid or construction.
- 13.5. Under "**roof capacity**" is being understood: the maximum total load which can be "hung" from the roof. Hereby it should be observed that this is a divided load and not a point load. Should it become obvious that, for whichever reason, without prior knowledge and approval in advance of the competent representative of Gigant nevertheless a greater load, or an irresponsible load has been "hung", then the Principal shall be fully responsible and liable for the damages arising in whichever form. This can even mean that after an internal and/or external inspection afterwards the arisen damages will be charged to the Principal. The concerned representative of Gigant shall upon establishing exceeding or irresponsibly "hung" load decide on the location which solution shall be chosen in the interest of safety.
- 13.6. Under "**wind load**" is being understood which maximum allowed wind load may be exercised on the construction. Constructions are minimally capable to deal with a wind speed of 17 m/s. If here for another value has been taken, then this will be stated on the technical drawings. The Principal is required to keep himself up to date with the weather conditions.

#### **14. Evacuation of the rented**

- 14.1. The Principal shall in consultation with Gigant take the necessary measures to put the constructions "out of service" when wind speeds above 17 m/s are being expected. If these are other wind speeds, then this shall be stated on the work drawings. The Principal shall at all times proceed to evacuation of the constructions, or of the vicinity of constructions, if wind speeds above 28 m/s are being expected and/or if there is an instance of danger of electrocution during a thunderstorm.
- 14.2. If the Principal omits under the aforementioned weather conditions to evacuate the rented directly and with immediate effect of all persons, then the Principal shall safeguard Gigant for all claims that directly or indirectly are caused by the aforementioned weather conditions.

#### **Insurances / Liabilities / Complaints**

#### **15. Insurance obligation**

- 15.1. Gigant insures the rented materials against storm and fire damage.
- 15.2. The Principal is obliged to, during the period between the



construction and the deconstruction of the rented materials to conclude adequate event insurance and to actually make a claim under this insurance in a prevalent case. This insurance needs to offer an adequate cover in any case for the liability of the Principal, his personnel and the volunteers or helping persons employed by him, for damages to or loss of the materials rented from Gigant and for accidents, injury and/or death of persons.

- 15.3. The Principal is required to deliver a copy of this insurance to Gigant upon first request.
- 15.4. If the Principal omits to conclude such an insurance, Gigant cannot be charged by the Principal for any form of liability, and the Principal safeguards Gigant against all possible claims of third parties and/or Gigant has the right (but not the obligation) to without any liability to compensation of damages or costs to Principal to suspend its activities until the Principal after all to the satisfaction of Gigant has concluded an adequate event insurance and has delivered a copy thereof to Gigant.
- 15.5. Gigant shall insure the volunteers employed by it adequately.

## **16. Liability, safety and compensations for damages**

- 16.1. Any liability of Gigant, including but not limited to damage to goods, asset damage, injury damage, enterprise damage, other (indirect) damages, as well as damages as a consequence of liability towards third parties is excluded except in case of wilful intent or gross negligence from the side of Gigant.
- 16.2. If the court should judge that Gigant has no claim under article **15.1** and nevertheless is liable then the obligation to pay damages of Gigant is at all times limited to the amount stated on the invoice, exclusive of turnover tax, of the case or the commission on which the liability applies.
- 16.3. The Principal is obliged to safeguard and hold harmless concerning all claims of third parties to compensation of damages, for which the liability of Gigant in these General Terms and Conditions in the relation to the Principal has been excluded. This obligation to safeguard and hold harmless also applies to claims by insurers of Principal (possibly trying to take recourse or looking for compensation).
- 16.4. The Principal is required to timely conclude a sufficient liability insurance of which he needs to present a copy to Gigant upon first request.
- 16.5. If situations emerge whereby the safety of employees of Gigant is endangered, then Gigant reserves the right to cease its activities and kept them ceased until the situation is safe once more.
- 16.6. The Principal will arrange for the correct earthing of the construction against lightning and so forth.
- 16.7. The Principal will make per event a number of 10 photos, to be designated by Gigant, available. The Principal warrants that Gigant is authorized to use these photos and safeguards Gigant from all claims of third parties based on violation of any copyright, any other intellectual property right or related right.

## **17. Complaints**

- 17.1. Complaints with regard to the executed activities and/or the amount of the Invoice need to be made known to Gigant in writing within 8 days after the execution of the activities or within 30 days after the discovery of the defect, if the Principal demonstrates that he reasonably could not discover the defect any earlier.
- 17.2. A complaint does not suspend the payment obligation of the Principal. If the complaint is not submitted timely, then all rights of the Principal in relation to that complaint will be forfeited.





## **18. Force Majeure**

- 18.1. Gigant is freed by law and not held to compliance with any obligation towards the Principal in case of Force Majeure. Under Force Majeure is being understood the situation in which the execution of the agreement in its entirety or in part, whether or not temporarily, is being impeded by circumstances outside the will of Gigant. As a case of Force Majeure will among others (but not limited to) be regarded: illness of employees of Gigant and third parties employed by it for the execution of the performance, unforeseen measures taken by the government, traffic obstructions, accidents with a means of transport of Gigant or of third parties employed by it, unforeseen technical defects, shortcomings in the compliance with agreements by suppliers of Gigant, terrorism and natural disasters, theft of materials that are necessary for the delivery of the performance, weather conditions including but not limited to wind force and a certain incline of the location because of which it becomes unsafe or dangerous to proceed to the construction of the goods to be delivered. In case of Force Majeure the obligations are suspended, without that Gigant can be held liable for the damages caused by it.

## **19. Suspension and dissolution of the agreement**

- 19.1. Gigant has for the duration of the situation of Force Majeure both the right to suspend the execution of the agreement as set forth in article 18.1 as to dissolve the agreement with immediate effect without intervention of the courts, in both cases without being liable for compensation of damages or costs, under whichever name and in whatever basis, on the side of the Principal.
- 19.2. If Principal does not, not properly or not timely comply with any obligation from the agreement concluded between parties or related agreements, if there is a proper ground to fear that Principal is not or shall not be able to comply with his contractual obligations, in case of bankruptcy or suspension of payment or a request or application thereto, as well as in case of cessation, liquidation or entire or partial transfer of the enterprise of Principal as well as in the case that there is a seizure in assets of Principal and this seizure is not being relieved within a reasonable short term, then Gigant has the right to either suspend the execution of the agreement or to dissolve the agreement with immediate effect without intervention of the courts, in both cases without being liable for compensation of damages or costs, and notwithstanding the rights further available to Gigant.

## **20. Applicable law/ competent court**

- 20.1 On all offers, special offers and/or agreements with Gigant and all activities executed by Gigant solely the laws of the Netherlands shall apply. The sole exceptions hereto are the offers, special offers and/or agreements with and activities executed by Gigant Stage Builders Belgium Bvba. In this case the laws of Belgium shall apply.
- 20.2 All disputed that derive from offers, special offers, agreements or activities mentioned in section 1 shall in the first instance exclusively be submitted to the competent court in the district of Oost-Brabant, the Netherlands. The sole exception hereto is formed by the offers, special offers and/or agreements with or activities executed by Gigant Stage Builders Belgium Bvba. All disputes that derive from the latter legal relation shall be submitted exclusively to the competent courts in Leuven (Louvain), Belgium.



- 20.3 Where the existing Netherlands – or, if applicable, Belgian – regulation with regard to the activities to be executed by Gigant is unclear, the Nederlandse Praktijk Richtlijn (NPR) shall be applied and serve as a guideline.