

SQUARE: General terms and conditions

The purpose of this document is to define the standard terms of sale or leasing of the equipment/products/services for the installation and layout of stands, fairs, exhibitions and other events by SQUARE.

1) APPLICATION

The conditions set out hereunder form a complete set and apply to all the services of SQUARE, regardless of the client's standard terms. Accordingly, any specific provision that alters them must be agreed --expressly and in writing-- between the parties.

2) PLANS – MODELS

Any person asking SQUARE to prepare a study, a plan or a model undertakes to either reserve for SQUARE its execution, or to compensate it for any and all expenses incurred as a result of said studies, plans or models. Drafts, plans, etc., shall remain the full property of SQUARE, even in the case of execution. They cannot be executed in any way, nor handed over, or communicated to third parties without the prior written authorisation of SQUARE.

3) OFFERS

As certain modifications may take place during the preparation of the final plans, the prices indicated in our estimates may be increased or decreased.

4) ORDERS

An order will only be filled if it is accompanied by a 50% down payment of the amount (all taxes included) of the estimate. The additional services ordered within less than 8 business days prior to the first exhibit day shall be paid in cash at the time of the order. Unless specifically agreed, if an order is placed after the return date indicated on the order form or the estimate, a 20% price increase shall be applied. In addition, for any order placed as of the first exhibit day, the prices will be increased by 20%. The cancellation of an order must be confirmed in writing by the client. If an order is cancelled less than 15 business days prior to the first exhibit day, the down payment collected shall be considered as our permanent property as contractual, lump-sum, irreducible compensation. If an order is cancelled less than 10 business days prior to the first exhibit day, the entire amount (all taxes included) of the order has to be paid.

5) TRANSPORT

Regardless of the circumstances, the leased equipment shall travel at the client's risk. The equipment delivered is considered in good condition unless the client submits a written claim within 24 hours of the delivery time. The rental period shall commence at the time that the equipment leaves at GL events warehouses and shall end when the equipment arrives back at the warehouses. Breach or delay shall not give rise to any compensation on the part of SQUARE if they are caused by an act of God or by another thing that can't be for seen

6) DELIVERY

SQUARE shall be fully released from the obligation to perform the work that is the subject of the accepted invoice in the event of force majeure, or in case of events such as military mobilisation, total or partial strike, war, lockout, requisition, fire, flood, transport interruptions or delays, shortages of raw materials, accidents involving tools, or any other cause impeding its activity or that of its suppliers, or giving rise to total or partial idleness for it or its suppliers. In the case of force majeure and/or if stock is unavailable, SQUARE reserves the right to furnish --in lieu of the equipment ordered-- any equivalent equipment fit for identical use. Delivery timeframes are given for information purposes and do not represent firm commitments on our part. Any delays shall not give rise to damages, interest, fines, or termination of orders or retention of equipment. SQUARE reserves the right not to deliver if the down deposit (or cash payment in case of an additional order) have not been paid.

7) RESERVATION OF TITLE

The equipment leased by SQUARE shall remain its entire property.

If sold, the merchandise shall remain SQUARE's property until the entire price has been paid. If the client fails to make payment for any portion of the price, the restitution of the equipment may be demanded at any time, by notice sent by registered mail. The client cannot shirk its responsibilities and must immediately fulfil its obligations, failing which it shall incur a daily penalty equivalent to the cost of putting the equipment out of service.

8) EQUIPMENT – LIABILITY

As of the time that the equipment is made available, delivered or accepted, the client alone shall have custody of the leased equipment and shall alone be liable for any deaths, losses, or damages suffered or caused by this equipment and until it has been returned. The client releases SQUARE from any liability, also vis-à-vis third parties, resulting from normal, abnormal or wrongful use of the equipment, throughout the equipment's leasing or usage period.

Under no circumstances may SQUARE be held liable for any damages what's however, caused by the falling of partitions, accessories, structure or decoration, both during preparation and during the fairs, exhibitions or events, or during their removal. The same shall apply for all damages caused to objects belonging to the client.

The facilities and equipment are leased in good condition and must therefore be returned in good condition. Any damage or loss shall be invoiced to the client at its actual value, the client must insure the material against this risks.

SQUARE denies any liability concerning the documents, objects, samples and materials left by the client in the leased equipment or on the stand, whoever performs the assembly or disassembly work. In the event that the client allows the removal and/or restitution of the leased equipment, it shall be responsible for restitution within the stipulated timeframe. If the equipment is not returned within the stipulated timeframe, the client shall be liable for the loss resulting from the tardy restitution, or, if applicable, non-restitution. The client is strictly prohibited from modifying the stand's structure, including partially, as well as from painting, decorating or modifying the colours stipulated, etc., as well as from fixing in any manner whatsoever objects to the structures of the stands. If the client violates this prohibition, SQUARE shall invoice at the normal selling price in effect at this time the replacement or repair of the equipment delivered.

9) CLAIMS

All claims must be made to SQUARE in writing during the event; complaints after the event will not be taken into consideration.

10) PAYMENT

Our invoices are payable in cash to our address. If payment is not made on a timely basis, the invoices shall incur --automatically and without notice-- monthly interest at the rate of 12% per year. In addition, as compensation, they shall be increased by 10%, with a minimum of EUR 40.

11) SECURITY DEPOSIT

Regardless of the type of event, a security deposit may be demanded at the time of the order; the order will not be filled if said security deposit has not been received.

This security deposit shall be returned to the client after full payment has been made of the amounts due, and the equipment has been returned in good condition by the date stipulated. Should the client fail to return the equipment at the end of the event open to the public, or if it has not allowed the supplies to take back the equipment, this equipment shall be considered as permanently lost and the security deposit shall be deducted from the equipment's replacement