

## General terms and conditions

### Article 1. General terms

- 1.01 'TBCE' refers to 'The Belgian Chocolate Experience NV', existing of Chocolate Nation and Octave and with registered office at Koningin Astridplein 7, 2018 Antwerp.
- 1.02 The 'customer' is an organisation and/or individual person who organises and confirms one or several activities based on an offer that explicitly specifies that these General Terms and Conditions are applicable and where they can be found.
- 1.03 The customer organises an event following the details agreed by offer, mail and/or order form. These details include: date, price based on the selected rooms and activities (e.g. workshop, museum tour, meeting, party etc.), drinks, catering, technical equipment, number of participants, time and other possible additional services.
- 1.04 The use of all moveable and immovable property during the event will be supervised by TBCE for the full duration of the event.
- 1.05 The customer and all participants of the event are expected to leave all infrastructure, objects and/or equipment in their original condition. The customer remains responsible for any form of damage, nuisance and/or inconvenience caused by the event they have organised.
- 1.06 It is not allowed to attach objects to any surface, including and not limited to windows, walls and doors. These objects include post-its, gums, scotch tape, pins etc.
- 1.07 It is not allowed to place promotional materials (banners, beach flags, stickers, roll-ups etc.) and/or any other materials in the common spaces of TBCE, unless after TBCE has given its explicit written permission.
- 1.08 The use of following objects is forbidden in all spaces of TBCE: fireworks, confetti, glitter, smoke and fog machines. This list is not limitative. When the customer wishes to attach any object to walls and/or ceilings, explicit written permission from TBCE is needed first.
- 1.09 It is not allowed to take glasses and drinks out of the indicated area(s) and/or to any of the common areas within TBCE, including and not limited to the museum, shop, toilets and main entrance hall. By order of the police, a complete alcohol prohibition exists on the entire Koningin Astridplein.


### Article 2. Opening hours

- 2.01 The event rooms of TBCE are available between 8h30 and 24h00, unless otherwise agreed in advance.
- 2.02 The reservation periods are as follows:
  - A half day consists of a 4-hour period between 8h30 and 12h30 and between 13h00 and 17h00. Each reservation exceeding these times, e.g. between 10h00 and 14h00, will be charged as a full day.
  - A full day consists of a period of 8 hours between 8h30 and 17h00.
  - Evening reservations will always be charged as a half day period.
  - A surcharge may be applicable to reservations where access before 8h00 and/or after 24h00 is needed.

### Article 3. Booking conditions

- 3.01 When a detailed offer is sent to the customer, the room(s) and services are provisionally reserved for a period of 2 weeks following the date of the offer. This quotation specifies: date, time, number of guests, reserved spaces, catering, drinks and/or other agreed services.
- 3.02 The customer needs to inform TBCE in advance about the identity of the final customer (group, company, organization etc.) and/or end user, if they are not the same person and/or organization. When in conflict with its values, TBCE reserves the right to refuse and/or cancel the event.




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- 3.03 For every event of 50 participants or more, an event coordinator will always be added to the quotation.
- 3.04 When TBCE does not receive an official written confirmation of the event before the end of the option period, the temporary reservation will automatically be deleted and the spaces will become available again for other events.
- 3.05 The customer can confirm a quotation in writing via email and/or by sending the signed quotation back to TBCE.
- 3.06 The number of participants can be modified up to 7 days before the event and following the below scheme:
- Up to 60 days before the event, the number of participants can be maximum 25% less than on the initial quotation;
  - Up to 30 days before the event, the number of participants can be maximum 20% less than on the initial quotation;
  - Up to 14 days before the event, the number of participants can be maximum 15% less than on the initial quotation;
  - Up to 7 days before the event, the number of participants can be maximum 10% less than on the initial quotation.
- 3.07 When TBCE does not receive a written final confirmation of the number of participants, the last known number will be charged as the minimum amount to be paid.
- 3.08 Increases in the number of participants always need to be agreed upon by TBCE. All decreases that are communicated within 7 days before the event, will be considered non-existent.
- 3.09 A change in times and/or increase in the number of participants may result in a modification of prices compared to the previous offer.

#### **Article 4. Price and payment conditions**

- 4.01 Pricing for an activity is determined in an individual quotation that is sent to the customer.
- 4.02 The prices mentioned in the quotation will remain valid for 3 months. When the event is confirmed within this period, the prices determined in the quotation will remain valid for this event.
- 4.03 TBCE reserves the right to modify the prices in case of a significant change in the product market prices.
- 4.04 A down payment of 30% of the total amount of the event will be invoiced as confirmation of the event. The reservation will only be considered final when TBCE receives payment of this amount within maximum 10 days after the invoice.
- 4.05 In case the event takes place within 3 weeks after the initial inquiry and/or the event only consists of a museum tour and/or workshop, the full amount will be charged as confirmation of the event. This amount needs to be paid before the start of the event.
- 4.06 The remaining amount will be invoiced after the final confirmation of the number of guests and not later than 7 days before the event. This invoice needs to be paid before the start of the event.

#### **Article 5. Cancellation conditions**

- 5.01 If after confirmation as described in article 3.05 the customer cancels the event, the following cancellation compensations will be payable by the customer to TBCE:
- Up to 60 days before the event, 30% of the total amount (equal to the down payment);
  - Up to 30 days before the event, 50% of the total amount;
  - Up to 14 days before the event, 75% of the total amount;
  - As of 13 days before the event, 100% of the total amount.

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- 5.02 TBCE reserves the right to modify and/or cancel the reservation in case the space can be rented out for a longer period of time. In that case, TBCE will do its best to provide alternatives.
  - 5.03 TBCE reserves the right to cancel a reservation in case the event can be considered a conflict of interest and/or potentially harmful to the business, activities and/or the image of TBCE and/or its staff. When it is deemed that the customer has not disclosed all the details relating to the event and/or has withheld any information, TBCE reserves the right to cancel the event without penalty or liability.

#### Article 6. Execution

- 6.01 TBCE reserves the right to use third parties to fulfil its obligations.
- 6.02 When some of the agreed foods and/or drinks cannot be supplied due to unforeseen circumstances, TBCE reserves the right to modify the menu and replace these items with other equivalent products. This does not entitle the customer to a price reduction and/or damage compensation of any sort.
- 6.03 Consumption of food and drinks from outside is strictly forbidden in all common and private areas of TBCE.
- 6.04 The passenger lift of TBCE is not suited for the transportation of goods and is not to be used for any other purpose than the transportation of passengers. If the customer needs to transport large materials and/or other goods between floors and wishes to use the passenger lift, this needs to be discussed with TBCE and its prior written approval is required.
- 6.05 The customer is responsible for the goods, products and/or all items placed by him in any of the spaces of TBCE and is responsible for their insurance. Under no circumstances can TBCE, nor any of its representatives, management and/or employees and/or any of its associated organizations be held liable for loss of and/or damage to any of these goods and/or products.
- 6.06 TBCE cannot be held responsible for loss of quality when materials provided by the customer are used during the event (e.g. laptop connection converters like HDMI to other ports, microphones, projectors etc.).
- 6.07 All installations, equipment and/or objects that are subject of the agreement and are property of TBCE are assumed to be in the possession of the customer at the start of the event. When any of these items are missing at the end of the event, the cost to replace them will be fully charged to the customer.
- 6.08 When the agreed start and/or end times are exceeded, additional charges may apply for both facilities and staff.
- 6.09 It will be the responsibility of the customer to comply with all administrative requirements and conditions related to the activities they are organizing.
- 6.10 The customer indemnifies TBCE and all of its managers, representatives and/or staff against any claim that may be directly or indirectly made against them by any of the customer's guests, representatives and/or employees.

#### Article 7. Damage

- 7.01 Damage to the installations and/or infrastructure made available to the customer by TBCE will be the full responsibility of those who caused the damage and/or the customer. The full amount needed for the repair of this damage will be charged to the customer when the damage was caused by the customer himself, one or several subcontractors hired by them and/or one or several guests at the event.
- 7.02 When no written remarks have been received by TBCE prior to the event, the customer is assumed to have received the installations and infrastructure in perfect condition.



## Article 8. Smoking

8.01 Smoking is prohibited in all the spaces of TBCE. When smoking occurs, this will be the full responsibility of the customer and all resulting costs and/or fines will be borne by the customer.

## Article 9. Safety and noise nuisance

- 9.01 The customer will, at his own expense, take the necessary precautions and measures to ensure the safety of the activities they organise.
- 9.02 The conditions and instructions relating to safety, fire prevention, noise nuisance etc. must be strictly complied with by the customer. When this is not (sufficiently) the case, TBCE reserves the right to immediately end and/or cancel the event without the customer being able to claim any type of damage compensation.
- 9.03 TBCE cannot contractually nor extra-contractually be held liable for any type of damage resulting from non-compliance with the aforementioned conditions and instructions relating to safety, fire preventions, noise nuisance etc.

## Article 10. Use of visual material

10.01 Visual material and footage of events organised by and/or at TBCE must not be used for commercial purposes unless after explicit approval by TBCE.

## Article 11. Force majeure

11.01 Cases of force majeure, for whatever reason, being all failures and hindrances at the company and with deliveries, all unexpected and/or unforeseen events at TBCE and/or its suppliers, all transport hindrances and/or delays, as well as failure to deliver goods by suppliers, strikes, exclusions, export or import bans and/or restrictions, fire and/or accidents, epidemic outbreaks, mobilization, war and/or riot and/or civil commotion or statutory provisions, give TBCE the right to partly and/or definitively or temporarily cancel and/or suspend our delivery and execution obligations, without TBCE (or any of its representatives, employees and/or directors) being able to be held liable for any resulting damage.

## Article 12. Disputes

12.01 This agreement is subject to Belgian law. In case a dispute results from this agreement, the parties will first attempt to amicably resolve it in good faith. The aggrieved party will give notice of default to the other party in writing within a period of fourteen days. If within fourteen days after notification no solution has been reached, the chairmen of both organisations will meet to attempt to reach an agreement. If they in turn fail to reach an agreement, the dispute will be brought before the law courts of Antwerp.

