

ACTIV'EVENTS GENERAL CONDITIONS / TERMS OF SALE

These general conditions of sale detail the rights and obligations between the company ACTIV'EVENTS that sells the services and products defined below and, secondly, any individual or legal entity hereinafter referred to as the "Customer".

The services and products offered by ACTIV'EVENTS are as follows:

- Organization and coordination of public and corporate events.
- Advice for organizing public and corporate events
- All activity of renting decorative objects in the framework of public and corporate events.
- Sales of products related to the activity of the company ACTIV'EVENTS

The set of proposed services can be performed in France as in Portugal.

PREAMBLE

The present general conditions of sale are related to the company ACTIV'EVENTS, as part of its event organization activities. These form the structure of the contractual and financial commitments offered to its customers. Prior to the conclusion of the contract, Customer must request from the seller these terms and conditions of sale. The fact that ACTIV'EVENTS does not prevail at any given time in any of these general conditions of sale cannot be construed as a waiver of invoking any of those conditions. The Customer, having declared himself interested in this offer of services, delegates to ACTIV'EVENTS the responsibility for the organization of the event by the obligatory signature of a Contract; therefore, it has a 7-day interval beyond which these general conditions are intended to define their reciprocal rights and obligations.

ARTICLE 1 - Conditions of application of the rules

The general conditions of sale apply to all services provided by ACTIV'EVENTS. They are sent to the customer at the same time as the budget properly requested. In case of contradiction between the special conditions contained in the budget signed by the customer and the rules contained in these General Conditions, the budget provisions are the only conditions applicable only.

ARTICLE 2 - THE BUDGET

Any intervention by ACTIV'EVENTS is subject to an estimated and personalized estimate, delivered or sent (by fax, email and / or simple mailing) to the customer. This estimate includes the designation of the type of benefits desired and determined by the customer as well as the terms and costs related to them. These General Conditions of Sale, and the quote must be accepted in writing (signed and marked "read and approved") by the Customer, as well as any document issued by ACTIV'EVENTS related to the object of the service, excluding any other document issued by ACTIV EVENTOS and having only indicative value, formed the sale contract. Any modification or termination of service requested by the customer is subject to the express agreement of ACTIV'EVENTS. Such customer request can only be reviewed if it arrives at ACTIV'EVENTS no later than 30 days prior to the start of the event organized by ACTIV'EVENTS.

After this period, the service will remain valid without change and must be paid in full by the customer as written in the initial budget.

ARTICLE 3 - THE CONTRACT

The client delegates to the organizer, who accepts responsibility for the organization of the corresponding event, at the present time, the criteria that will be described in the contract called "Event Organizing Agreement".

ARTICLE 4 - Obligations of the organizer

During the term of the contract, the organizer undertakes to research and implement all components as defined in the contract. At Customer's request, ACTIV'EVENTS makes a first interview free of any Customer financial commitment. During this first interview, a contact is established to list the project reception parameters provided by the Client. The organizer's obligations regarding the respect of parameters can be redefined if some more precise specifications are established and accepted by both parties. The organizer will keep you informed of the progress of your event and provide you with descriptions of the services requested. The organizer undertakes not to disclose customer-provided information that will be considered confidential. Any information collected in setting specifications may be communicated to the organizer's suppliers and business partners, who will be subject to the same rules of confidentiality.

ARTICLE 5 - CUSTOMER OBLIGATIONS

The customer agrees not to hide from the organizer or its collaborators any information that may delay, hinder, prevent, interrupt the project or its realization. The client will ensure access to the information the organizer would need. The customer undertakes to respect and comply with the specific conditions of the selected trading partners and, in particular, to pay any deposit or guarantee that may be required prior to full payment of all amounts due. The Client undertakes not to intervene directly, before, during and after the event, with the Organizer's suppliers, subcontractors, artists, employees and collaborators.

ARTICLE 6 - Contract waiver clause

Under no circumstances should the fact that ACTIV'EVENTS fail to claim fulfillment of an obligation to which it may be entitled be interpreted as a waiver by it of fulfilling that obligation, regardless of the duration of its abstention or tolerance.

ARTICLE 7 – Fees

Prices quoted are quoted in euros and are paid exclusively in this currency, regardless of the client's nationality. They correspond to the rates of the different services described and are valid only for them on the date indicated. The fees received for providing ACTIV'EVENTS are valid for the study of a reception in the Paris region (for events in France) or in the central Coimbra region (for events held in Portugal). For a service outside these regions, travel and accommodation costs will be calculated in advance and budgeted and invoiced at the same time as ACTIV'EVENTS.

VAT (TVA): The invoice is published without VAT (TVA) according to CGI Article 293B (French)

ARTICLE 8 – Responsibilities

The customer is responsible for any damage, direct or indirect, that he or his event participants may cause during the event. The customer represents and warrants to have full legal and legal capacity to undertake under the contract and has valid liability insurance. To this end, the client undertakes to resign and to resign his insurers and / or any guest to the event, any appeal against the organizer in the event of any damage mentioned above. The Organizer disclaims all liability for damages of any kind (theft, **damage** ...) affecting goods of any kind (personal effects, materials, ...) brought by the customer or belonging to the participants, wherever These same objects or goods are stored (parking, halls ...). The Organizer will be exempt from any obligation in the event of force majeure or unforeseen events (strike, fire, water damage ...). In no event shall ACTIV'EVENTS be liable for direct or indirect damages related to the performance of the service (s) provided by the service provider (s) concerned, who are solely **responsible** to the client. ACTIV'EVENTS strongly advises its client to approach their agent and / or insurer to study with them the validity of their indemnity insurance and the possible signing of additional insurance for the event.

If, after any termination of the contract, the client would undertake to perform the contract itself or have the planned event set, organized by ACTIV'EVENTS, an amount equal to 50% of the plagiarized project **will be due to the Organizer by the Customer.**

ARTICLE 9 – CANCELLATIONS

Cancellation by Customer: In the event of cancellation, refusal or withdrawal by Customer, ACTIV'EVENTS will be relieved of any obligation to Customer and Customer may not claim or postpone the event to any other date, as it may not resell refunds already paid to ACTIV'EVENTS and withheld by the Organizer as irreducible compensation for contract termination.

ACTIV'EVENTS cancellation: In the event of ACTIV'EVENTS cancellation of one or more services to be provided to your customer, ACTIV'EVENTS provides professional liability insurance. It cannot be held responsible for delays in the organization due to major force cases such as traffic accidents, human accidents, strikes, bad weather, riots, demonstrations.

ARTICLE 10 - Payment Terms / Payment Term / Non-Payment

The payment for products and / or services provided by ACTIV'EVENTS is made exclusively in euros, by bank transfer to ACTIV'EVENTS NIB (communicated by Sandra BRANDAO) or by check made to: Sandra BRANDAO (CEO of ACTIV'EVENTS). EVENTS).

Payment for products and / or services provided by ACTIV'EVENTS and, except as otherwise expressly agreed by the Parties, is as follows:

- Payment of a first deposit of 40% of the total amount upon presentation of the invoice of this 40% on the day of the budget signature by the Customer.
- Payment of a second deposit of 40% of the total amount upon presentation of the invoice of this 40%, within 2 months before the start of the event, subject to the budget.
- Payment of the balance of 20% of the total amount upon presentation of the invoice of this 20%, invoice of the total settlement of the event cost, within 8 days before the start of the event.

No discounts are accepted for making an advance or cash payment. No payment deduction, reduction or compensation is accepted in the event of a dispute. Unless expressly approved by ACTIV'EVENTS, invoices are paid by cash or bank transfer on the day the Customer receives the invoice.

Any unpaid amount on the due date indicated on the invoice automatically implies:

- The application of fines calculated on the total amount due at the rate of 5 times the legal interest rate, pursuant to the law of August 4, 2008, known as the LME law.
- Customer reimbursement of all handling fees and sums spent by ACTIV'EVENTS on charges incurred in resolving the dispute, including the fees of bailiffs, or authorized legal clerk.
- The immediate enforceability of all remaining amounts due by the Customer on the date of non-payment.

In the event of non-payment, forty-eight hours after the formal notification has not been answered, the service to be provided by ACTIV'EVENTS will be automatically canceled if necessary.

ARTICLE 11 - DISPUTES

Any dispute or complaint may be considered only if it is made by registered letter with notice of recession sent to ACTIV'EVENTS within a maximum of eight days after the end of the event. In case of dispute concerning the validity and / or interpretation and / or validation of the contract, it will be submitted to the competent courts of the city where ACTIV'EVENTS is located.

ARTICLE 12 - Renters / Suppliers

Customer undertakes to respect the payment schedule as defined in Article 10 of this document. The ACTIV'EVENTS Company cannot be held responsible by the contractors and / or suppliers if a customer has not paid the Company, the customer who does not pay the service cannot complain in case the contractor and / or supplier refuses to perform their service. foreseen.

The Customer is free to propose suppliers. ACTIV'EVENTS cannot be held responsible for the quality of work of service providers chosen directly by the Customer.

ARTICLE 13 - Hire of equipment and sales of related products

ACTIV'EVENTS cannot be held responsible for any breakage and / or loss and / or theft of equipment rented or sold. In the event of breakage and / or loss and / or theft of the rented equipment by the customer or any participant in the event, he will be charged to the customer for the price requested by the owners of said equipment.

ACTIV'EVENTS undertakes, if the recession of the product (s) sold takes longer than expected, to do everything in its power, by the means at its disposal, to search for packaging. lost However, if the product (s) has been lost by the delivery company, ACTIV'EVENTS cannot be held responsible for such loss, the customer will have to wait for the acceptance of the dispute by our insurance or insurance. of delivery services to claim a refund for your order.

If within 1 month, after the insurance dispute report has been validated, if no insurance decision has been taken, ACTIV'EVENTS will refund the entire claim (Postage is not included).