

**ORDERFORM** BRUSSELS - HEIZEL | ATOMIUM 14<sup>TH</sup> UNTIL 27<sup>TH</sup> OF JUNE 2021

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Firm	
Street + nr	
Postal code + City	
VAT	
Contact	
Function	
Email	
Phone number	
Cellphone number	
PO number	
Name of your company at the event	
Delivery adress tickets (If different from billing adress)	

# **ORDER VIP-EXPERIENCE**

Description	Date	Shift Lunch : 12h30 Dinner 1 : 19h00 Dinner 2 : 21h30	Number	Price (excl. VAT)	Total
Dinner in the Sky - Private table for 4 people				€ 1.540	
Dinner in the Sky - Private platform for 32 people				€ 12.000	

TOTAL	+8€	
(excl. VAT)	administration costs	

DATE **SIGNATURE** 

I have read the general sales rules and hereby declare that I agree with these conditions.

# GENERAL TERMS AND CONDITIONS OF SALE GRACIAS NV

#### ARTICLE 1. Toepassingsgebied

The delivery of the services of GRACIAS NV to which this order form applies are subject to the following conditions, with the exception of written deviations between the parties and without prejudice to any special conditions agreed in a separate agreement.

They take precedence over all other and different terms and conditions of the customer, even if they are communicated afterwards.

These conditions take precedence over and are supplemented by the conditions as stated on the invoice from GRACIAS NV.

They are deemed to have been accepted by the customer, subject to his written and reasoned, registered protest within five calendar days of receipt. Any possible nullity of one of the present provisions will not affect the applicability of the other provisions.

### ARTICLE 2. Unilateral change

GRACIAS NV reserves the right to unilaterally change these general terms and conditions. It will inform the customer of this in writing. The customer has the right to terminate the agreement free of charge within 30 days after notification of this change. If not, he is deemed to agree with the amended general terms and conditions.

#### ARTICLE 3. Order - Offer

Only an offer made in writing by GRACIAS NV is valid.

The validity period of the offer is limited to 30 days. The agreement is only concluded after acceptance of the customer's order by GRACIAS NV.

# ARTICLE 4. Representation

The customer is validly represented by the signer of the order form.

# ARTICLE 5.Intellectual Property

GRACIAS NV remains the sole holder of the intellectual property rights of its creations and organizations.

Any delivery remains the property of GRACIAS NV up to the moment of full payment of the price.

# ARTICLE 6. Price

The prices invoiced by GRACIAS NV are stated in euros, excluding taxes. The prices are always exclusive of VAT, unless explicitly stated otherwise. The exchange risk is borne by the customer.

If the price of certain products over which GRACIAS NV itself has no influence, the prices can be adjusted accordingly.

# ARTICLE 7. Payment

The invoices must be paid to the account number of GRACIAS NV stated on the invoices. The invoices are payable within 30 days, unless explicitly stated otherwise. When purchasing tickets and VIP tickets, these will only be sent to the client after receipt of the full payment to GRACIAS NV.

# ARTICLE 8. Late payment

In the absence of payment on the due date, the amount of each invoice issued by GRACIAS NV will, by operation of law and without prior notice of default, be increased by a conventional lump-sum and irreducible compensation of 20% and an interest at a rate of 1% per started arrear month

, counting from the due date.

#### ARTICLE 9. No right of withdrawal

There is no right of withdrawal and the consumer does not have the right to cancel the purchase. Although Article VI.47 of the Economic Law Code provides for a period of 14 calendar days for distance selling within which the consumer can renounce the contract, this right of withdrawal does not apply to the sale of the services of GRACIAS NV on the basis of Article VI.53. 12 ° of the Economic Law Code.

#### ARTICLE 10. Cancellation

Any cancellation of the order by the customer must be in writing. It is only valid if it has been accepted in writing by GRACIAS NV, which is not required for this at any time.

If an order is canceled up to 2 months before the date of execution of the services, the customer will have to pay a compensation of 50% of the services to be canceled. If the customer wishes to cancel less than 2 months before the event on which the services are provided, he will have to pay a compensation of 100% on the services to be canceled.

#### ARTICLE 11. Cancellation of the Event

#### 1. Force maieure

If GRACIAS NV is unable to carry out an accepted order or to do so within the stated delivery period due to any cause independent of its will or as a result of force majeure, GRACIAS NV can terminate the contract without having to payany compensation.

Every event that takes place outside the will and control of the parties and to which the parties could not reasonably expect at the time of the conclusion of the agreement, constitutes a situation of force majeure. The parties expressly acknowledge that, among other things, the following circumstances lead to a situation of force majeure: extreme weather conditions, strikes, interruptions in the power supply or in the means of telecommunication, attacks, terrorist threats, etc.

# $2.\,Decisions\,of\,the\,Event\,Organizer$

If GRACIAS NV cannot provide its services as a result of decisions specific to the organizer of the Event to which the services relate and which are not the result of force majeure on the part of the organizer, the price already paid for the services will be reimbursed and this according to the provisions included in the general terms and conditions of the organizer.

# ARTICLE 12. Use tickets

The tickets delivered are and remain the exclusive property of GRACIAS NV. Any emphasis or imitation in any form and with any process is strictly prohibited. Subject to the prior written permission of GRACIAS NV, any commercial use of the name or logo of the event is strictly forbidden and it is not permitted to further commercialize the tickets delivered. It is therefore forbidden to resell the tickets to third parties or to organize competitions or to set up commercial campaigns, to offer the tickets in other commercial expressions - in any way whatsoever - or to make use of the tickets, the name or logo of the event for the organization of your own VIP arrangements. GRACIAS NV is entitled to invalidate resold or otherwise commercialized tickets and to deny holders of those tickets access to the Event, without any form of compensation for the original or subsequent buyer or holder.

#### ARTICLE 13. Liability

GRACIAS NV will not be held liable, except in the case of intent, if the performance of an accepted service cannot or cannot be performed in time as a result of the fault of its employees, subcontractors or following the fault of the customer. The liability of GRACIAS NV for any direct or indirect damage in the execution of an order accepted by it is always excluded, except for intent. If GRACIAS NV is obliged to pay any compensation for any reason, for whatever reason, this will in any case be limited to the amount of the proven direct damage, to the exclusion of all others. The compensation will under no circumstances exceed the price that is the subject of the agreement.

GRACIAS NV is only an intermediary and not an organizer of the Event. Her liability is therefore limited to this.

#### ARTICLE 14. Compaints

No complaint about the services will be accepted if they are not sent by registered letter to GRACIAS NV, Schoebroekstraat 8, 3583 Paal-Beringen, within a period of 8 days after the performance of the services or discovery of any defect, whichever comes first takes place. Failing this, the service will be deemed to have been accepted.

#### ARTICLE 15. Obligations

GRACIAS NV makes every effort to meet its contractual obligations and customer expectations. However, it can only be bound by an obligation of means.

#### ARTICLE 16. Personal data

The customer hereby grants GRACIAS NV permission to collect all personal data exchanged in the context of the relationship between the parties and to include them in a file for commercial-administrative purposes as well as for marketing and communication purposes. GRACIAS NV will ensure that all legal formalities have been completed and that the customer is in accordance with the General Data Processing Regulation 2016/679 of 27 April 2016 ix.m. the protection of privacy with regard to data processing, has the right to access to data and to improve it, which can be requested at any time via the contact details included in these general terms and conditions.

# ARTICLE 17. Solidarity

In the case of multiple customers, they are jointly and severally liable for their various obligations and are assumed to have waived the benefits of distribution and dispute.

# ARTICLE 18. Implementing modalities

The transport risk and the postage and delivery costs are exclusively charged to the client.

# ARTICLE 19. Execution period

Only the terms indicated in writing by GRACIAS NV are binding. These terms will in any case be extended in the event of force majeure, modification of the order by the client, delay in transferring information and / or documents by the client or delay in payment.

# ARTICLE 20. Applicable law

The agreements between GRACIAS NV and the customer are subject to Belgian law. All disputes fall under the exclusive jurisdiction of the courts of the judicial district of the registered office of GRACIAS NV. This also applies when bills are drawn on the customer.