

Nexus Communication S.A.

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CONDITIONS OF SALE APPLICABLE TO EVENTS

- 1 These conditions are applicable to contracts concluded by NEXUS COMMUNICATION SA (hereinafter "NEXUS COMMUNICATION"), with any client whatsoever, Belgian or foreign. They apply to these contracts to the exclusion of all other conditions. They are an essential element of these contracts and their applicability is a condition of the conclusion of the contracts. Consequently, there may be no dispensation from these conditions unless NEXUS COMMUNICATION has consented in advance, expressly and in writing. The client may not claim the application of his own general conditions of purchase.
- 2 The contract is concluded through the confirmation of participation to an event organized by NEXUS COMMUNICATION.
- 3 NEXUS COMMUNICATION reserves the right to demand from the client a total payment of the amount prior to the event date in order to validate the registration.
- 4 Without prejudice to article 7, an order accepted by NEXUS COMMUNICATION may not be amended or cancelled, and the contract may only be terminated by the client with the prior and written agreement of NEXUS COMMUNICATION. If the client cancels his participation less than 10 working days before the event, he shall owe NEXUS COMMUNICATION a default indemnity equal to 30% of the total value, including VAT, of the order concerned.
- 5 Invoices from NEXUS COMMUNICATION are payable before the event takes place, to the head office of NEXUS COMMUNICATION.
- 6 In the event of non-payment of the invoice, interest of 12% per year shall be automatically due without notice on the amount of the invoice. Furthermore, a fixed indemnity of 15% of the invoice, with a minimum of € 150.00, shall also be due. In return, clients who are not consumers (in the sense set out by EU directive 2011/83/ on consumers rights) may claim an equivalent fixed indemnity in the event of non-respect by NEXUS COMMUNICATION of its contractual obligations.
- 7 Circumstances such as a strike, fire, accident, technical incident, organizational difficulties internal to NEXUS COMMUNICATION, or any other similar event, are to be considered as scenarios of force majeure when they have the effect of delaying the execution of its obligations for more than 5 days. In this case, NEXUS COMMUNICATION shall be released from all responsibility and shall not have to establish the unpredictability or the irresistibility of the circumstances invoked, or the impossibility of executing the contract. Furthermore, no damages and interest may be claimed from NEXUS COMMUNICATION in this case.
- 8 All costs relative to bank drafts, unpaid cheques and recovery costs (including solicitors' fees) shall be borne by the client.
- 9 The client agrees to restrain from any acts that could impede the protection of the intellectual property rights of NEXUS COMMUNICATION.
- 10 Any dispute relative to the formation, interpretation and execution of this contract shall be subject to Belgian law. Only the courts of the judicial district of Liege, Belgium shall have exclusive jurisdiction.

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