

## GENERAL TERMS & CONDITIONS

### 1. SUBJECT OF THE CONTRACT

The subject of the contract is the scope of services specified in the event agreement, including the related catering and associated services provided by AT60 and its catering partner to the client.

### 2. ORDER PLACEMENT

The client orders the services specified in the event agreement under the contractual terms of AT60 and the catering partner, which are known to and accepted by the client.

The client undertakes to communicate in writing the final number of guests, which shall form the basis of the invoice, no later than Monday of the week preceding the event. This number shall constitute the guaranteed minimum quantity and shall be taken into account in the final settlement.

Any additional services or quantities exceeding this number shall be charged separately in accordance with the catering partner's currently valid price list.

### 3. Deadlines – Final Confirmation of Requested Items

- |  |                                    |
|--|------------------------------------|
| • Event duration/timing:                                   | 4 weeks prior to the event         |
| • IT/AV:   | 3 weeks prior to the event         |
| • Catering (menu selection) & Service:                     | 2 weeks prior to the event         |
| • Billing address:   | 2 weeks prior to the event         |
| • Setting:   | Monday of the preceding week (EOB) |
| • Number of participants:                                  | Monday of the preceding week (EOB) |
| • Beverage selection:                                      | Monday of the preceding week (EOB) |
| • Final number of participants for catering and beverages: | Monday of the preceding week (EOB) |

### 4. Impediments to Performance

If shortages of ingredients, food items, beverages, or equipment occur due to circumstances beyond the control of the catering partner, the catering partner shall be entitled to provide comparable alternatives.

### 5. Loss or Damage of Rented Items

The client assumes a duty of care for rented items from the time of handover until their return. In the event of damage or loss of rented items provided to the client, the costs of replacement or repair shall be invoiced to the contractual partner.

### 6. Complaints

Obvious defects may only be considered if the complaint is made immediately upon receipt of the goods or performance of the services.

Incorrectly ordered food and beverages cannot be exchanged.

Hidden defects in delivered goods (perishable food items) must be reported to the catering partner immediately upon discovery.

### 7. Payment Terms

Invoices issued by AT60 are payable within 30 days net to the following account:

IBAN: BE32 0019 8290 3302

BIC: GEBABEBB

In the event of late payment, AT60 reserves the right to charge statutory interest and recovery costs in accordance with applicable Belgian law.

For services provided by the catering partner, the catering partner's separate payment terms shall apply.

## **8. Cancellations**

If the client withdraws after receipt of the booking confirmation or other definitive confirmation, the following cancellation fees shall apply:

- From 4 weeks prior to the event date: 50% of the agreed room rental
- From 2 weeks prior to the event date: 100% of the agreed room rental

Beverage packages shall not be charged.

Deposits already paid shall be offset against the applicable cancellation fees.

For catering services, the individual terms of the catering partner shall apply.

## **9. Deposit / Settlement**

If deliveries and services provided are not listed in the offer as part of the agreed scope of services, AT60 and the catering partner are entitled to invoice such services in accordance with standard prices applicable in the hospitality sector and the underlying calculation.

All personnel, beverage, and laundry services are estimated values and will be charged according to actual expenditure, consumption, or deployment.

The number of beverages shall be calculated based on opened bottles.

Fixed agreed packages are binding.

Each event shall be invoiced separately.

Any special agreements must be agreed in writing with AT60 at the time of order placement.

## **10. Transfer of Risk / Retention of Title**

Delivered items shall be deemed handed over to the client once they have been delivered to the event premises.

All food, beverages, and consumables delivered to the client shall remain the property of the catering partner until full payment has been received.

## **11. Warranty and Liability**

If the services of the catering partner are defective or incomplete, the client must notify this immediately. The catering partner undertakes to remedy the defect or complete the service, provided this can still be done during the respective event without significant delay.

The right to cancellation or price reduction shall be excluded if timely rectification is provided.

Claims for damages by the client, regardless of the legal grounds, shall be excluded unless the client proves wilful misconduct or gross negligence on the part of the catering partner.

Third parties, in particular guests of the client, shall not derive any rights against the catering partner from this contract.

If the catering partner or its employees are held liable by third parties due to non-performance or breach of obligations that lie with the client under this contract or by law, the client shall indemnify the catering partner upon first request.

## **12. Prices / Acceptance of Order**

All prices are stated in Euro.

Offers are non-binding and subject to change until written order confirmation.

Upon written order confirmation, these General Terms and Conditions shall be deemed accepted as an integral part of the contract.

## **13. Governing Law and Jurisdiction**

Belgian law shall apply.

The place of jurisdiction and performance shall be Brussels, Belgium, as well as the respective location of the catering partner in Belgium.