

CHOUP'S

RENTAL TERMS AND CONDITIONS SHOX IN A BOX – BRP

For promotion and exhibition, the Lessor (Choup's, Event Management Agency under the Corporate name Silver Partners Ltd) rents out to the Lessee (dealer BRP) a promotion vehicle, referred to as "Show in a Box."

§1 Rented property

For advertising and exhibition, the Lessor rents out to the Lessee the "Show in a Box" promotion vehicle, and it benefits from the presence of the operator/driver (assembling - on-call during the event for technical reasons, opening in the morning/closing in the evening/disassembling).

The aim of the Lessee's promotional event is a promotion of the BRP products on event.

The Lessee cannot use the promotion vehicle or any part of it for any other use without prior permission.

The contract is based on the rental period mentioned in the offer which was sent by the Lessor to the Lessee. Any extra day will be calculated as an additional charge.

§2 Costs

Rental costs of Show in a Box, based on a period of 2 days on event:

€ 4,425.00

§3 Payment of the rental costs

1. 100% of the rental costs (offer sent by the lessor) have to be paid at the time of signature of the contract and have to be paid at the latest 3 working days before the assembling date mentioned in the contract.

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The contract is not valid as long as the payment is not completed. In the case of uncompleted payment on time by the Lessee, the Lessor has a right to break the contract without formal notice and cannot be held responsible for what this can imply for the Lessee. Costs of file management up to a fixed amount of 180€ will be charged automatically. All incurred expenses by the Lessor (ex: hotel booking) will be charged to the Lessee and a separate invoice will be drawn and sent to the Lessee.

2. Extra charges or repayments are to be paid immediately after the rental period. All submitted additional invoices are to be paid within fourteen (14) calendar days following the invoice date. Choup's registered office is hereby agreed to be the address for the execution of all payments.

All remuneration amounts mentioned in the price offer/order form are amounts exclusive of (intra-Community) VAT for the European countries. All amounts will be increased by the value added tax (VAT) in force for the Belgian dealers at the time of invoicing.

The Lessee guarantees that he is able to fulfil his financial obligations.

§4 Rental period

1. The rental contract starts on the day of order confirmation provided the rental costs have been paid.

2. If the promotion vehicle is not given back in the same condition after the end of the event period, (arrival on the site - departure from the site), the Lessor will submit a quote (professional estimate of the repair expenses). The lessee accepts the fact that the estimated repair expenses will be covered by the Lessee's insurance or the lessee's suppliers/insurance subcontractors. The Lessor and the Lessee will both of them agree on the best and the quickest way to proceed to the repair.

§5 Conditions of the rented promotion vehicle

1. The Lessee accepts the rented promotion vehicle in its present condition in view of carrying out the contract. Regarding the detailed observation and inspection of the promotion vehicle before acceptance, the damages have to be considered discovered unless these are already recorded in the acceptance file. The Lessee has to give back the vehicle in a condition of cleanliness.

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2. The Lessee has to notify any external defect without delay. If this notification is done orally by phone, telegraph or telex, it has to be confirmed in writing within three (3) working days. The written confirmation (by e-mail) will be sufficient. Regarding meeting the deadline for defect notifications or confirmation of these in writing, the reception day by the Lessor will be considered authoritative. In case of damage due to a fault of the Lessor, the Lessor will propose an available in-stock alternative (other structure, tents...) It's up to the Lessee to accept the alternative or not. The Lessor cannot in any way be held responsible.

3. The Lessee is not allowed to eliminate the defects or damages of the rented promotion vehicle. The repairs should exclusively be carried out by the Lessor or by a repair workshop which is mentioned or authorised by the Lessor.

4. The Lessee gives back the promotion vehicle to the Lessor in the condition which was stated at the start of the rental period. Damages that have not been caused during the rental period (assembling/event/disassembling) and in accordance with the use of it, which was mentioned in the contract, will not be charged. The Lessor draws a written inventory defining the condition of the promotion vehicle at the time of delivery and at the time of recovery.

§ 6 The Lessee's obligations

1. The lessee commits himself hereby to use the promotion vehicle with attention and care (in good faith). When he uses the promotion vehicle the Lessee has to be considerate in pursuance of the terms of the contract.

2. The lessee has to abstain from using the promotion vehicle for any other use than what is stipulated in paragraph 1, unless he has obtained the lessor's permission or unless the parties have entered into a separate agreement.

3. Without the Lessor's permission, the Lessee has no right to transfer the use of the rented promotion vehicle or of any part of it to third parties, either against payment or free of charge. Any permission of subletting or transfer of use can be valid for an individual case only and can be revoked by the Lessor at any time for important reasons. This permission can be cancelled by the Lessor for serious reasons. The Lessee will compensate the Lessor for any claim by any sub-lessee.

4. If he is considered responsible, the Lessee will be responsible for the behaviour of the sub-lessee or of that of the third party to whom he has entrusted the use of the promotion vehicle.

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§7 Reduction, decommissioning, retention right

The lessee is not allowed to fix the rental costs amounts, nor to exercise a retention right, nor to reduce the rental costs. This does not include the claims applied by the Lessor regarding the compensations for non-execution or repayment of expenses resulting from initial or later defects of the rented promotion vehicle, which the sub-lessee can be held responsible for in view of an intent or a gross negligence. This also applies to other claims resulting from the contractual relation provided these are undisputed, final and absolute or ready to make a decision.

§8 The Lessee's responsibility

The Lessee is not -except for gross negligence or intent – responsible for the damages suffered by the Lessor and/or third parties due to an unexpected malfunction of the rented promotion vehicle, such as in case of accident, total loss or theft.

§9 Structural changes or other measures

The Lessee is not allowed to proceed to structural changes or to new adjustments without a prior written permission granted by the Lessor.

If the Lessor demands it, any measure carried out without the Lessor's permission has to be suppressed immediately by the lessee at his own cost and the preceding condition has to be restored. As a consequence of default in realising these demands and according to a reasonable deadline, the Lessor has a right to repair the damage at the Lessee's expense.

The right of the Lessor to demand the restoration of the initial conditions at the Lessee's expense at the time of break of the rental contract, will not be excluded by the fact that he has consented to a structural change of the promotion vehicle rented by the Lessee.

The Lessee will be held responsible for any damage suffered in view of the measures he has taken, and as well when these damages are caused by the Lessee (for example , damages to the promotion vehicle after the lessee has removed the Lessor's brand image, if the "sticker" brand image has not been created and placed by Choup's.)

§10 The Lessee's responsibility

1. The Lessee is submitted to the Lessor's authority for any damage to the rented promotion vehicle and to any facility or lighting fixture belonging to the rented promotion vehicle, damage caused either by himself, by one the persons employed to carry out repairs, workers, salaried persons, visitors, customers, suppliers or craftsmen appointed by himself or similar persons provided that he can be held responsible for such damages.

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2. Before erecting heavy objects, machines, facilities or other devices in or on the rented promotion vehicle, the Lessee has to make sure the admissible load has not been exceeded and that it is not causing damage to the promotion vehicle. It is strictly forbidden to place anything on the awning or on the roof of the promotion vehicle. The Lessee is held responsible for the damages caused by the Lessee or third parties as a result of failure to respect this term.

3. The Lessee commits himself hereby to keep the rented promotion vehicle, the rented facilities, the entrances and the traffic surfaces in front of the rented promotion vehicle safe (in working order) at any time. Any soiling caused by the lessee's actions has to be cleaned without delay by his care.

§11. Access of the Lessor to the rented promotion vehicle

The Lessor or any person he authorises to do it, can enter the rented promotion at any time and proceed to an inspection of the rented promotion vehicle.

§12 Insurance

In pursuance of the applicable conditions for the insurance of aforesaid vehicle, the rented promotion vehicle is insured as follows:

Auto insurance (during the transport to and from the event)

Third-party liability insurance (in case of assembling carried out by Choup's staff).

The Lessee is requested to take out any extra required insurance to offer an appropriate and optimal coverage, for example the third-party liability insurance of the employer or the personal liability insurance for the devices/accessories he has installed (even if these have been placed by the Lessor).

§13 Authorised drivers

The vehicle is reserved to the Lessor and his professional drivers hired to control it unless the Lessor conveys his consent in writing for the Lessee to control himself the rented promotion vehicle. If necessary, the Lessee appoints one or several persons to control the promotion vehicle to manage it with reasonable due diligence. To use this promotion vehicle and more particularly the equipment, it is necessary to follow the rules of the Lessor strictly.

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§14 Rental contract expiry/ return of the Promotion vehicle

1. When the rental period expires, the rented promotion vehicle has to be returned in the condition agreed with in the rental contract. It has to be returned fully cleaned and with all the keys and accessories. If the lesser has applied a brand image (lettering) on the vehicle, the vehicle has to be returned to the lessor without any trace of these marks.

2. The Lessor can demand, at the Lessee's expense, the removal of the facilities or lighting fixtures or of the carried out structural changes and that the precedent condition of the vehicle be restored this way. The Lessor can also demand that the Lessee leave all the facilities or lighting fixtures he has installed at his costs and gives these to the Lessor provided the Lessor pays for this a reasonable remuneration. The Lessor is not obliged to repay the costs in case of change of the structures.

§15 Image rights

The Lessee grants the Lessor the right to use photographs and other images of the promotion vehicle, even after the cancellation of the contract, mainly in view of self-promotion. This applies at the same time to his own images and the images put at his disposal by the Lessee. The right of use involves all applications in an unlimited way, including promotion on internet, in brochures and advertisements.

§ 16 Lessee or multiple users

If there are several users of the promotion structure, the Lessee is jointly responsible of all the obligation on the strength of the conditions of use.

Any instruction, notice, interdiction or certificate issued directly by the Lessor to the Lessee or user is sufficient to be binding for all the common lessees and users. Such notice or any notice or reference to be considered applicable to all the lessees is considered legal. The Lessee or the users should keep each other informed, if necessary.

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§18 Other rules

1. The changes carried out on the promotion vehicle and the additions to these rental conditions and terms have to be approved in writing by the Lessor and the Lessee. This includes as well a partial renunciation to the demand regarding the written form.
2. If an article or a part of this contract becomes null, it will be replaced by another article, which is economically closer to the null article or agreement, and which will not affect the validity of the contract as a whole. Both parties agree in advance of what will be done to come as close as possible to the null or inapplicable provision.
3. This contract is ruled by Belgian law. The litigations that might arise by virtue of the present agreement or the ensuing agreements resulting from it will be ruled by a competent court. There is a dispute if one of the parties says it.

Silver Partners ltd
Edmond Detry
October 2019

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