



BIERKASTEEL

VAN HONSEBROUCK

GENERAL TERMS & CONDITIONS BVBA BIERKASTEEL

01. The present terms and conditions form an integral part of all tenders and agreements concluded with BVBA Bierkasteel. Deviating terms apply exclusively and insofar as these were explicitly and in writing accepted by BVBA Bierkasteel. Any reservation made implies the acceptance of the BVBA Bierkasteel terms and conditions, which will give priority to any client purchase conditions.
02. BVBA Bierkasteel tenders are valid for a period of 14 days and are purely informative. The reservation is only accepted and is final after cumulative (1) advance payment ad. 1 500 EUR by the client which must occur within a period of 7 days after the written and unconditional acceptance of the tender, and this by bank transfer to the BVBA Bierkasteel bank account number specifying name, date and reservation number of the party and (2) tender/reservation signature by the client together with these terms and conditions. By payment of the first advance, the client confirms the acceptance of the terms and conditions. If the reservation does not exceed the amount of 1 500 EUR, the client must meet the full amount in advance, except for explicit written derogation granted by BVBA Bierkasteel. A start of execution to the agreement is equally valid as confirmation. The advance ad. 1 500 EUR is still definitively acquired under the BVBA Bierkasteel, regardless of whether the event takes place or is cancelled by the client for any reason whatsoever.
03. In case of an event reservation, the client undertakes to provide the exact number of guests to BVBA Bierkasteel no later than 7 days prior to the event. This number may under no circumstances be reduced. However, if there are fewer guests than the specified number, the reserved number of guests will be charged to the client. If the number of guests present at the event exceeds the reserved number of guests, BVBA Bierkasteel will charge these additional guests to the client.
04. The agreement can only be cancelled legally by registered letter, provided that a compensation of 90% of the contract to BVBA Bierkasteel is paid due to loss incurred and loss of profits, reduced by the amount of the advance payment if cancellation takes place 7 days before the event. The agreement can only be cancelled legally by registered letter, provided that a compensation of 40% of the contract to BVBA Bierkasteel is paid due to loss incurred and loss of profits, reduced by the amount of the advance payment if cancellation takes place 21 days before the event. All this without prejudice to BVBA Bierkasteel's right to claim a higher fee for this reason.
05. In order to fulfil its commitments, BVBA Bierkasteel is allowed to appeal to third parties.
06. Should some of the agreed foods and beverages not be delivered due to unforeseen circumstances, BVBA Bierkasteel reserves the right to adjust the menu with equivalent drinks and foods without giving a price reduction or compensation.
07. The client is obliged to make arrangements and is held responsible for fulfilling all administrative obligations for the activity that he organises, such as government permission, SABAM and such like.
08. The client is fully responsible for the goods and products placed and stored by him in the leased infrastructure and is ought to be insured in this regard. In any case, BVBA Bierkasteel is never responsible for damage or loss of these goods and products. Nor can BVBA Bierkasteel be held liable for loss of or damage to personal property of the guests.
09. The client is fully responsible for the actions of his guests and is ought to be responsible for all useful insurance in this regard. The client shall, unless explicitly otherwise agreed, provide all useful insurance for the organisation and use of the installations and infrastructure. BVBA Bierkasteel is at any time entitled to obtain proof of the policy and the premium payment. The client indemnifies BVBA Bierkasteel and its directors for any claims which may be brought against them by guests of the client.
10. Damage to the installations and infrastructure of BVBA Bierkasteel falls under the responsibility of the person who caused the damage as well as the client. In the absence of written and prior comments, the client is deemed to have received the facilities and infrastructure in perfect condition.
11. The client will, at his own expense, provide adequate safety measures (including fire prevention, etc.) of the activity he has organised. These regulations with regard to safety, fire prevention, noise, etc. must be met by the client. If these regulations are not met, BVBA Bierkasteel reserves the right to immediately terminate the activity without the client being entitled to any compensation. The BVBA Bierkasteel is not contractually or non-consensual liable for any damage resulting from non-compliance with the aforementioned regulations on safety, fire prevention, noise, etc.
12. To be admissible, each complaint must be communicated during the event itself and must be delivered by registered letter within 8 days after the event. After this period of 8 days, the deliveries and services are considered to have been definitively accepted by the client. For food and beverages delivered, no complaint is possible after consumption. As far as the liability of BVBA Bierkasteel is concerned, it is limited to the direct damage which is limited to the price for full implementation of the agreement. Any complaints do not suspend the client's obligation to pay.
13. BVBA Bierkasteel cannot be held liable for failure to meet its contractual obligations as a result of force majeure or 'foreign cause'. In the case of foreign cause and force majeure (Articles 1147 and 1148 of the Civil Code), even if they do not lead to permanent and/or absolute impossibility of execution, BVBA Bierkasteel is legally authorised to suspend or cancel its commitments, after having notified the client in writing. In that case, it cannot be held liable for damages, even for late execution. For following 'foreign causes' and force majeure the advances already paid will be refunded to the client: any malfunctions and impediments in the company and concerning deliveries, all unforeseen events at BVBA Bierkasteel or at the firms where it involves its goods, all transport restrictions or delays, furthermore, not delivering the goods by suppliers due to strikes, exclusions, import ban or limitations, fire or accident, mobilisation, war or riots, theft, government decisions that affect the implementation of the commitments.
14. The prices mentioned are always net of VAT, unless otherwise stated. No later than 21 calendar days prior to the event, BVBA Bierkasteel will hand over an invoice to the client at the rate of 40% of the total cost of the event, taking into account the exact number of guests specified by the client in accordance with Article 3 of the Terms and Conditions. In case of reservation for an event, the client undertakes to send the exact number of guests to BVBA Bierkasteel no later than seven days before the event begins and the previously mentioned invoice has to be settled on the account of BVBA Bierkasteel. Failure to comply with its payment terms gives BVBA Bierkasteel the right to suspend all deliveries at the client's own risk. Late payment on expiry date is also regarded as a serious breach, which BVBA Bierkasteel entitles to claim the termination of the agreement. In the absence of payment on the expiry date of one invoice, all invoices will be due immediately. If the event is completely cancelled by the client, all transferred advances will be regarded as lost profits and therefore as a final acquisition of BVBA Bierkasteel.
15. The additional consumption of liquor and spices will be charged at the restaurant's prices. In case the event lasts longer than agreed upon and signed in the tender, the staff will be charged accordingly. BVBA Bierkasteel reserves the right to review prices in case of a sensitive change in the market product prices. The balance sheet for the additional consumption will be delivered to the client by BVBA Bierkasteel no later than a period of 7 days after the event. All invoices can be paid in cash at BVBA Bierkasteel's office. In case of non-payment on the due date, a referral fee of 1% per month will be due by law and without notice. Moreover, in case of non-payment on the due date a lump sum fee of 15% will be due in addition to the invoice amount, with a minimum of 125 EUR. Failure to comply with its payment terms gives BVBA Bierkasteel the right to suspend all deliveries and work at the client's risk. Late payment on the expiry date is also regarded as a serious breach, which BVBA Bierkasteel entitles to claim the termination of the agreement. In the absence of payment on the expiry date of one invoice, all invoices will be due immediately.
16. The agreements are concluded in Izegem and are subjected to Belgian law. Any dispute which could give rise to the interpretation or implementation of the agreement, even in case of urgency (e.g. proceedings for interim injunction), falls within the jurisdiction of the West Flanders district court situated in Kortrijk. The possible invalidity of one or more provisions of these terms and conditions will under no circumstances result in the invalidity of the entire agreement. The other provisions therefore remain fully applicable.

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