



GENERAL TERMS FOR S.A.F. MAGNUM SERVICES

- 1) These general terms do not concern rentals of equipment subject to the GENERAL RENTAL TERMS which appear in the RENTAL VOUCHERS given by SAF MAGNUM when removing the equipment.
- 2) Sound system, lighting, video, rental, technical assistance and other services of SAF MAGNUM are subject to a quote which specifies: the places, dates and times of the intervention, equipment placed at the client's disposal, if need be, offered services, the staff assigned for these services, the price and terms of payment, travel costs or other costs to be paid for by the client and the validity period of the offer. All other contractual provisions between SAF MAGNUM and its customers are settled, without restriction or reservation, by these general terms, which are accepted by the client and prevail over those appearing in its own documents.
- 3) The client is definitely bound by its order. SAF MAGNUM is only bound insofar as its client confirmed to it an order which complies with the quote, gave its consent to these terms and paid the scheduled down payment. If an order is notified after the validity deadline expires, SAF MAGNUM may, at its discretion, accept it or not. Its possible refusal must then be served by Registered letter with acknowledgement of receipt within two business days from the receipt of the order.
- 4) Should the client cancel an order or should SAF MAGNUM declare it is not able to perform an accepted order, the defaulting party shall compensate the other party by a flat-rate compensation set at 100% of the amount of the quote, for a decision notified at least 5 days before the planned date on which the service starts, 50% for a notification between 5 and 10 days before and 25% for a notification more than 10 days before.
- 5) The client declares it was perfectly aware, at the time of its order, of the technical terms in which its show or its event shall take place as well as the equipment and services offered by SAF MAGNUM. Therefore, it shall refrain from any claim based on the fact that the latter did not agree on the planned use or that the entire design offered by SAF MAGNUM did not ensure it sufficient reliability.
- 6) The client shall take, in due course, any steps to authorize the access and movement of staff and vehicles on the building site. It undertakes to reserve sufficient space for MAGNUM SAF to install the equipment and, if a prior identification of the premises was carried out, not to reduce or move the area reserved for SAF MAGNUM. The client shall supply power with earthing consistent with standards in force at less than 10 meters away from the control room. It shall be able to use its telephone line for the MAGNUM staff for any useful contact with its Registered Office and shall provide any useful assistance, in particular for any handling.
- 7) If the service takes place outdoors, the client must provide any measures useful to carry on the event without inconvenience for the staff and the equipment of SAF MAGNUM in the event of bad weather. If the service is put off to a later date due to bad weather, SAF MAGNUM shall do its best to reach an agreement with the client regarding the terms of this postponement but failing agreement, the amount of the quote shall remain fully due by the client.
- 8) SAF MAGNUM's intervention is limited to the supply of equipment and staff according to the quote specifications. In the event of sickness or unavailability of the staff, as well as in the event of breakdown or technical incident of the equipment, SAF MAGNUM shall replace, if possible and as soon as possible, the staff or the equipment in question without having other obligations or liabilities. The client remains fully liable for any application for administrative authorization, payment of levies, taxes, charges, copyrights or other rights and, more generally speaking, for any financial risk and for any commercial or legal liability incumbent upon the event organizer. In this respect, it shall bear all direct or indirect consequences of the use of the staff and the equipment placed at its disposal by SAF MAGNUM
- 9) The client shall be liable for any total or partial theft, degradation, loss or damage suffered by the equipment, including lamps and sockets and undertakes to refund the repairs at the workshop price and repurchases of lost or irreparable equipment at the wholesale price. It shall prove that it is covered in this respect by an insurance with a known Company and take all useful provisions for the building site storage outside working hours.

10) SAF MAGNUM undertakes to place at the client's disposal the staff with the skill required to provide the technical assistance specified in the quote. The client undertakes to take all steps required for the safety of the SAF MAGNUM staff, and if it is liable for it, to indemnify it for damages it may suffer. It must prove it is covered in this respect by an insurance taken into with a known Company.

11) Prices set in SAF MAGNUM quotes take into account Legal Liability insurances or other insurance it took out which provide

- a) coverage, if SAF MAGNUM's liability may be involved as supplier of the staff and the equipment, with the exclusion of operating losses or other damages that the client must insure as part of the user liability reminded in article 8.
- b) amount of insured capital corresponding to ordinary terms of services. Therefore, it is expressly agreed that the client and its insurance waive any appeal with SAF MAGNUM for any damage it may be Liable for, for the portion which is not covered by its insurances.

12) The client must assess if possible extraordinary circumstances, due for instance to the environment and force it to take out an additional insurance or to ask SAF MAGNUM, for a determined service, to sign an amendment to its insurance increasing the indemnity ceiling or extending the scope of coverages. SAF MAGNUM then undertakes only to ask its client a price increase of its service corresponding to the debit note of its insurer.

13) If SAF MAGNUM negotiated with a client which organizes events or shows on behalf of third parties, SAF MAGNUM's client may not avail itself of any possible requirements from this third party to justify a claim which may not be admissible considering these terms. Likewise, SAF MAGNUM, if it called upon a sub-contractor to achieve all or part of the service ordered by its client, may not avail itself of requirements of its sub-contractor to amend its obligations or rights as regards its client.

14) Any objections relating to the construction or performance of these terms shall be subject to arbitration, if possible. If it may not be arranged, the dispute shall be, by formal agreement, subject to the relevant court of PONTOISE.