

OUR GENERAL CONDITIONS

The conditions below apply to all transactions carried out by the Company Eventek (hereinafter referred to as the "lessor") in the absence of a specific contract expressly stipulating the points on which the company accepts a waiver.. The placing of an order entails their acceptance by the customer (hereinafter referred to as the "tenant") notwithstanding any reservations or requirements that may accompany it. Our rental conditions replace the general conditions of the customer.

ORDER CONFIRMATION

- All of our quotes are subject to availability of the equipment at the time of order.
- All our quotes are exclusive of tax, any additions (including transport), breakage or lack of material will be subject to additional invoicing.
- All our quotes specify the equipment rental period. After confirmation of the order, no reduction in price can be accepted. In the event of an extension of the rental, an additional estimate will be made and must be confirmed by the lessor.
- Any order will be taken into account only upon receipt of our quote and our rental conditions signed and accompanied by a cashed account corresponding to the payment terms defined in our quote.
- In the event of specific manufacture of equipment, the down payments made on order will remain acquired and specific products will be invoiced in accordance with the estimate and must be paid in full.



- In the event of a cancellation of an order 15 days before the planned date of installation, a deduction of 50% of the amount of the rental of equipment will be charged. Specific products will be invoiced in their entirety.

RESPONSIBILITIES

- Eventek cannot be held responsible for delays or delivery failures due to force majeure (storm, weather conditions, vicarious acts, accident, strike, official ban, any other non-limiting reason) or for any reason beyond its control. .

- Our equipment is provided for hire. It is our property and cannot be transferred free of charge or for a fee, nor encumbered with rights, and belongs to us in an intangible manner.

- Our equipment is the sole responsibility of the lessee from the delivery to the collection at the agreed delivery site. Any missing or broken additional equipment will be subject to additional invoicing, including that missing or broken during the intervention of outsiders.

- In the event of removal / return to our warehouse, it is the responsibility of the lessee for its removal upon return to our warehouse. We will need 2 working days to check the condition of the returned material. Any breakage and loss will be subject to additional invoicing.

- When the equipment is rented without installation / dismantling but delivered / taken back by us, the tenant must provide the necessary personnel to proceed with the unloading / reloading at the agreed delivery site. The equipment is under the responsibility of the tenant during the unloading / reloading of the equipment and throughout the rental period.



We will need 2 working days to check the condition of the returned material. Any breakage and loss will be subject to additional invoicing.

- The tenant must in all cases take out insurance to guarantee his liability as a tenant-operator to the public, and his liability for the rented goods. The tenant must notify us of any oversold incident during the period in which he is responsible for our equipment;

TECHNICAL CONDITIONS

Marquees, tents, floors, podiums:

- Our equipment complies with CTS standards. We reserve for you in the event of a dispute and / or if the intervention of an approved body is necessary, the choice of the control office in accordance with Law 78.12 of January 4, 1978, at the financial expense of the tenant.

- The tenant having designated the floors to us where our equipment will be installed, we cannot be held responsible for any degradation (drilling of pipes, wear of the floors, admissible loads).

- In the event that our equipment is fixed to the ground by anchoring clamps, the tenant must guarantee that the nature of the ground will allow the good performance of the fixing means and will pay for the termination of a pull-out test. The holes left in the ground by our anchors will be filled in by and under the responsibility of the tenant.

- If the equipment is ballasted, the resistance of the floors must be checked by the tenant.

- In the event of wind, the tenant must have the installations evacuated in accordance with the conditions provided for in the CTS regulations (refer to the safety registers). The tenant agrees to ensure the tension of the cables and the closing of the doors and curtains.



- In the event of snow, the tenant must not allow snow to accumulate on the frames and roofs of tent structures.
- No installation is permitted under gutter networks.
- For any hanging on the roof frames, the tenant must respect the technical conditions defined by the manufacturer of our equipment. It is up to the organizer to obtain the authorization to open to the public from the Prefecture or the town hall.

ELECTRICITY :

Use of equipment rented by the company Eventek:

- This material is intended for event installations. Any other use must be communicated to the service provider.
- Failure to comply with this obligation will be enforceable in the event of a claim.

FURNITURE - STAND EQUIPMENT:

- The tenant agrees to provide Eventek with an easily accessible location for delivery, and to notify in the event of access difficulties (path, steps, floors, etc.).
- The material and its quantity must be recognized by the lessee both when taking charge and when returning it by signing the document presented by Eventek (delivery slip and return slip).
- The tenant is fully responsible for the rented equipment. The rental is due whether the equipment is used or not.
- The tenant agrees to return the rented equipment in the same condition as that observed upon delivery.



- For example, "high tenacity" adhesives, inscriptions, cutouts are prohibited on our materials. Likewise, it is forbidden to engrave, label or staple the rented material.
- In the event that the material is irrecoverably stained, damaged, torn, or the surfaces are seriously deteriorated, Eventek will make a second evaluation of it once it arrives in its warehouses. If the damage is irrecoverable, the repair will be entirely the responsibility of the tenant. If the tenant wishes to protect himself against such a risk, the subscription to an insurance contract is strongly recommended to him. In the event of damage to the rented equipment, additional cleaning or replacement of the item may be invoiced. If the damage exceeds 40% of the amount of replacement of the equipment, Eventek will invoice the lessee for the replacement value, i.e. the cost of purchasing the new product. In the event of loss of the item, 100% of the purchase price will be charged to the customer.

THE PRESENT CONDITIONS

- They only concern the rental of Eventek equipment with its implementation "service" by Eventek. The Eventek company undertakes to provide its client with the services defined in the estimate except in cases of force majeure (strikes, electrical failures of generators or others, storms, floods, theft, etc.)
- The leased equipment is the permanent and elusive property of Eventek. It cannot under any circumstances be the object of opposition or seizure.
- The rented material cannot be used as a pledge if a third party tries to assert its rights over said material.



- The property plates affixed to the rented equipment, nor the inscriptions affixed to it, must not be removed or modified by the customer to whom it is expressly forbidden to affix labels or personal information.
- Eventek, equipment rental company, would not, during the term of the operating contract, be responsible, with regard to third parties, for the material or immaterial consequences of a stoppage or failure of the rented equipment, nor can it be held responsible for the damaging consequences of hidden defects in the rented equipment or non-visible wear and tear rendering the equipment unfit for the use for which it is intended.
- Eventek reserves the right to control upon receipt of the request for an estimate, on the choice of equipment and its consistency entering into the composition of the rental.
- Any modification will be the subject of an amendment to the initial estimate, quantified and subject to the possibilities of the service provider.
- Any supplement to the initial term will be invoiced on the basis of a day started is due.
- Eventek certifies that all of its equipment in general, as well as equipment intended for rental, have been subject to checks carried out by an approved body.
- In any case, Eventek will be subject to an obligation of proof of these said controls.
- The lessee must entrust the equipment to qualified personnel who will manage it with due diligence and respect the regulatory safety instructions and the standards in force.
- Throughout the service, maintenance and monitoring of proper operation will be provided by the tenant, under his sole responsibility.
- In the case of the installation of structures and tents, the power supplies and electrical connections must be located at the feet of the structures.



PAYMENT TERMS

- Any rental of equipment removed / returned to our warehouse will be paid when ordering. A security deposit check will be requested upon collection of this material. The security deposit will be returned to the tenant once the payment is credited to our bank account and after verification of the good condition of return and proper functioning of the equipment.
- Any rental of equipment without installation / dismantling but delivered / taken back by us will be paid by a deposit upon ordering, the balance upon delivery of the equipment. A security deposit check will be requested upon delivery of this material. The security deposit will be returned to the tenant once the payment is credited to our bank account and after verification of the good condition of return and operation of the equipment.
- All our other invoices will be paid upon receipt (except for specific payment deadlines mentioned in the estimate), less any down payments received.
- Any invoice that has not been the subject of a complaint within 5 days will be deemed accepted.
- Late payments will be invoiced for late payment interest at the Banque de France discount rate increased by 0.50% per month (average rate of 9.50%) and will become payable after receipt by the debtor of a notice.
- In accordance with articles 1152 and 1226 of the Civil Code, in the event of non-performance by the customer, the sums which would be due and recovered by litigation will be increased as of right, in addition to the default interest, by a fixed lump sum compensation of 15% of their amount.
- Failure to pay a single bill or a single bill on the due date results in the forfeiture of the term and immediately renders all the lessee's debts payable, including those not yet due.



- In the event of an accident proving our responsibility, we are covered by our civil liability insurance. In this case, the claims are always paid directly to the interested parties, the amounts remaining due in the context of our services may not be subject to any withholding or deduction.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

All technical documents, plans, studies, quotes, photos, drawings, drawn up by us remain the exclusive property of our company, the sole owner of the intellectual property rights of these documents and must be returned to us on request. Our customers undertake not to make any use of these documents that may infringe the intellectual and industrial property rights of our company and undertake not to disclose them to any third party.

OWNERSHIP CLAUSE IN CASE OF SALE

The goods remain our property until full payment of the sale price, but the buyer becomes responsible for them upon delivery to the agreed site.

JURISDICTIONAL CLAUSE

In the event of a dispute relating to the conclusion, non-performance, termination or resolution or interpretation of this agreement, only the Commercial Court of Marseille will be competent, even in the event of an appeal in question, of multiple parties. or any other clause, standard, this attribution of jurisdiction prevailing over any other.

Warehouse and offices : 17 Allée de la Palun - 13700 Marignane

The head office : 59 rue Sainte Cécile - 13005 Marseille

+33(0)6 50 71 13 22/ info@eventek.fr



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