

GENERAL TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES FOR PUBLIC ORGANISATIONS OR BUSINESS CUSTOMERS

Article 1 – Subject

Without prejudice to any statutory and regulatory provisions in effect, these general terms and conditions govern relations between Schoufs Henin Group SCS, abbreviated to “SH Group”, standard limited partnership under Belgian law, referred to hereinafter as “Tag AD”, entered in Belgium in the register of legal entities with the Crossroads Bank for Enterprises and registered for VAT under number BE 0673.649.063, in the judicial district of Walloon Brabant, whose registered office is situated at 9, Avenue Vésale, 1300 Wavre (Belgium).

Relating solely to business customers, these general terms and conditions apply unless the Parties have agreed otherwise and are subject to any specific contractual provisions pursuant to which the Parties may decide to depart from beforehand, expressly and in writing, signed and dated, or to modify them in places, make certain provisions non-applicable, remove or add certain passages, or emphasise specific details on certain points.

Customers are hereby notified and accept that the statutory and regulatory provisions in effect, whose sole purpose or aim is to protect consumers, i.e. natural persons acting in a personal capacity, outside any business activity, do not apply to them and hence may not be invoked by Customers with regard to Tag AD.

It is understood that the general terms and conditions do not constitute an obstacle either to the application of the statutory and regulatory provisions in effect relative to public procurement contracts, in particular the general specifications, or to any clauses in the special specifications imposed by the contracting authority, from which it may not depart, subject to private negotiation.

Article 2 – Services offered by Tag AD

Pursuant to these general terms and conditions, Tag AD will supply a range of products and provide a range of services, which may be offered in the form of packages or baskets, the contents of which may be composed by Tag AD in accordance with the needs expressed by the Customer.

Without this list being exhaustive, Tag AD’s main products and services are:

- the Clean-tag: the creation by Tag AD of a metal stencil, featuring the name, logo, slogan or any other message from the Customer, for the purpose of spraying water by Tag AD on a surface (roadway, pavement, wall, etc.) with a high-pressure spraying device;
- the Chalk-tag: the marking of the ground by Tag AD using a chalk-based paint, without any risk of contamination of the water table, this technique requiring prior authorisation insofar as this type of marking is considered to be graffiti;
- flyposting: the affixing of posters by Tag AD in specific locations in built-up areas and/or rural areas, in particular in places such as in the windows of abandoned retail premises, on worksite containers, worksite barriers, huts installed on a temporary basis for pop-up markets, such as Christmas Markets;
- the distribution by Tag AD of brochures, leaflets and/or other media to the public, based on the same principle, without applying for authorisation beforehand;
- the Happening: the organisation by Tag AD of marketing "shows" on public roadways (town squares, boulevards and pavements), in public places, including parks and gardens, usually for a short period, as presented in the video on the website at www.tag-ad.be;
- the placement of illuminated or non-illuminated signs, flags, placards, etc. in public or private places in order to boost the visibility of the Customer as much as possible.

To supply these products and provide these services, it is understood that obtaining any permits or authorisations does not form part of Tag AD’s offer. It is therefore up to the Customer to conduct all required procedures with public authorities of all kinds and/or with the holders of property rights or personal rights in the places concerned.

Article 3 - Role and responsibilities of the Parties

Without prejudice to any applicable statutory and regulatory provisions, the role and responsibilities of the Parties are governed and assessed in accordance with the provisions set out below.

Tag AD supplies products and/or provides services using tried-and-tested techniques, for which it assumes the actions, guarantees the use of the products used and verifies the material compatibility with the media used. However, Tag AD is not responsible for any damage that may be caused to the surface of the roadway, paving slabs, trees and planting designated by the Customer or approved by the Customer, which itself is responsible for enquiring about studies or tests in advance.

The Customer will choose the type of products and/or services from the Tag AD range, as well as the area of their issue or supply. The Customer is solely responsible for obtaining any prior authorisation and/or the specific written agreement of the owner, the holders of property rights and/or personal rights on moveable and immovable property, including vehicles and other mobile objects, such as commercial vehicles, cars, caravans and trailers.

In particular, the Customer is solely responsible in cases where products and/or services are to be supplied or have been supplied or provided on moveable and immovable property belonging to or occupied by a third party, in particular, although not exhaustively:

- a) the Belgian State or any other public collectivity, such as: i) a Region, ii) a Community, iii) a Province, iv) a Municipality, v) an Intermunicipal Company, vi) a Public Social Action Centre, vii) a public company, viii) an association governed by public law, or ix) any other public collectivity on Belgian territory or place belonging to it;
- b) a foreign State, European Union, the North Atlantic Treaty Organisation, SHAPE or any other international Organisation under public law, an embassy, consulate or representation of a foreign State or foreign region on Belgian territory or any other place abroad, including any enclaves;
- c) a dignitary, government official, chargé de mission or any of their staff, regardless of their employment or occupation system, benefiting from a system of privileges and/or immunities under an agreement entered into with the Belgian public authorities;
- d) a private property belonging to a Belgian nationality, foreigner or stateless person, or any other holders of property rights and/or personal rights, on Belgian territory or abroad, including ships or aircraft in international waters or national zones that are disputed by one or more foreign states.

In the delivery of goods and/or provision of services, Tag AD is responsible solely for any wilful misrepresentation or gross negligence it may commit, excluding minor misconduct. By the term 'wilful misrepresentation or gross negligence', the Parties understand this to be actions taken by Tag AD with the aim of causing harm or actions taken by Tag AD that any other professional placed in identical circumstances would not have carried out, that is to say any error or gross negligence of a kind to cause serious prejudice to the Customer and/or one or more third parties, excluding matters covered by the aforementioned provisions.

Under no circumstances will Tag AD make a voluntary intervention or be required by the Customer to make a forced and/or guaranteed intervention in legal proceedings or out-of-court proceedings, before any kind of authority or in the context of any proceedings where the Customer's liability is questioned or invoked on account of the violation or non-compliance of the right of a third party over a moveable and/or immovable property belonging to or occupied by one or more third parties.

The Customer is also solely responsible in the event of a neighbourhood dispute, public order disturbance and/or alleged breach of public morals, or any other reproach or circumstance associated with the choice of the type of product and/or service of Tag AD, in the area where the event took place and without obtaining or

having refused in advance the express and written authority and/or agreement from the owner or the holders of property rights and/or personal rights over the moveable or immoveable property concerned.

For the supply of its products and the provision of its services, Tag AD has taken out business liability insurance and operating liability insurance. It is also the responsibility of the Customer to take out any appropriate insurance policies.

Tag AD's liability extends to providing remedy for any immediate, foreseeable and direct prejudice caused in carrying out the actions taken by Tag AD in the context of or as part of the contract, excluding any indirect damage, such as the loss of earnings, loss of profits, loss of customers, non-conclusion of the contract, harm to reputation or image or any other moral damage or damage that is non-quantifiable in pecuniary terms, such as commercial disruption, claims or complaints made against the Customer from a third party, whether associated with the Customer or not.

Tag AD is not liable if non-execution, poor execution or a delay in execution of its obligations, as well as any prejudice that may result from this directly or indirectly, occurs following events of force majeure or unforeseen circumstances. An event of force majeure is understood to mean, apart from any unforeseeable or insurmountable event, a breakdown in Tag AD's organisation, caused by events that are not attributable to Tag AD, such as lock-outs, staff strikes, criminal attacks, the non-availability of transport, the shutdown, breakdown, even temporary, of computer systems or equipment, a breakdown in rupture electronic communication links, or, generally, any other cause beyond the control of Tag AD that renders execution of the contract impossible or very difficult. In any event, Tag AD is not liable vis-à-vis the Customer for acts, omissions, shortcomings or actions of any kind by third parties, including the public authorities and private contractors, that Tag AD may put in contact with the Customer, for whatever reason. Any difficulties between the Customer and these third parties must be resolved between them without Tag AD intervening voluntarily or being called on at any time to make a forced and guaranteed intervention.

Article 4 – Prices, invoicing and payment

Tag AD will be paid based on the products to be supplied and services to be provided in the context of the contract entered into with the Customer, according to the provisions of the purchase order, signed and dated by the Parties, which constitutes the contract with these general terms and conditions.

Without prejudice to any charges made up of out-of-pocket expenses and which are to be borne by the Customer, all taxes, levies, charges, fees or contributions demanded by third parties.

Tag AD will issue a single invoice to cover the supply of all products and the provision of all services, as well as any out-of-pocket expenses. The amounts requested by Tag AD and approved by the Customer will be due for payment to Tag AD on receipt or within the payment period stated on the invoice or, failing that, within 30 (thirty) days from the date on which the invoice is issued.

In the event of non-payment under the contract, penalties will become enforceable without any reminder or prior warning being required. These penalties will apply automatically on the day after the maximum payment period has expired, as stated on the invoice, or failing that, on the 31st day from the date on which the invoice is issued. These penalties are those provided by the legislation against late payments in commercial transactions, without prejudice to the application of late-payment interest, calculated at the statutory rate in effect, plus any damages and interest.

Article 5 – Taxes, levies, charges, fees and contributions demanded by third parties

All taxes, levies, charges, fees or contributions demanded by third parties, including any payment such as rent paid for in cash or by a service rendered in lieu, that relates in any way with the supply of products and/or the provision of services by Tag AD at the request of the Customer, regardless of the identity of the public authority, the organisation charged to collect said charges or the third party that benefits directly or indirectly, are to be borne solely by the Customer, without Tag AD having to make a contribution at any time and for any reason.

This relates in particular to taxes, levies, charges and fees from Belgian or foreign public authorities, in particular i) the Belgian State, ii) a Region, iii) a Community, iv) a Province, v) a Municipality, vi) an Intermunicipal Company, vii) a Public Social Action Centre, viii) a public company, ix) an association governed by public law, or x) any other Belgian or foreign public collectivity, as well as the contributions demanded by organisations tasked with the collection of intellectual property rights or industrial property, particularly copyright.

Also covered are contributions demanded, in the name of and/or on behalf of authorities, in particular by organisations responsible for the environment, public cleanliness and the removal of waste, graffiti and other markings, authorised or not, the contributions demanded by authorities responsible for the protection of health, the fire and emergency services, or any other organisation, public representative or other provider acting at the request of the public authorities, or at the request of the owner or holder of property rights and/or personal rights over the moveable or immoveable properties in question.

Should Tag AD be required by these authorities, organisations or natural persons to pay all or part of these taxes, levies, charges, fees or contributions, it is understood that Tag AD is authorised to settle the amounts claimed, in principal and ancillary amounts, including penalties, interest and other increases, for non-declaration or late declaration, regardless of the reason or circumstances of this requirement, notwithstanding any objection by the Customer to these demands.

All of these charges will be detailed in the invoice sent by Tag AD to the Customer's address under the heading of out-of-pocket expenses owed by the Customer under the value added tax system or other system in effect on the invoice date. They will be due for payment by the Customer within the same period, with the same due date as the cost of the other services provided by Tag AD, even if the Customer decides to dispute these expenses.

If these expenses are disputed by the Customer, the Parties undertake to consult regarding the manner of conducting such a procedure and on the conditions of the material intervention of Tag AD, including the choice of advisers to appoint and the sharing of any associated costs. Under no circumstances will the Customer have reason to demand the Tag AD becomes involved in such a procedure if Tag AD considers such action to be inopportune, reckless and/or vexatious, by the advisers consulted or if undertaking such a procedure is likely to cause serious harm to Tag AD's business and its relations with third parties.

In the event of ongoing disagreement between the Parties about the strategy to adopt, the appointment of advisers or representatives to act for the Parties and/or the resources to be used, this disagreement will be ruled on in accordance with the provisions stated in this agreement.

Article 6 – Data Protection

In executing the contract, each of the Parties is required to protect the data of the other Party that relates to the natural persons acting in the relations between Tag AD and the Customer, as well as professional secrecy regarding dealings between them. This is a commitment that the Parties take very seriously, because they know that this respect is a mark of trust, professionalism and quality. Consequently, the Parties agree to grant the greatest attention to this matter and to monitor it at all times. The controller for the data processing organised and implemented by Tag AD is the company named Schoufs Henin Group SCS, whose registered office is situated at 9, Avenue Vésale, 1300 Wavre (Belgium). The Customer and the parties acting for it are duly informed by Tag AD and expressly consent, freely and in an informed manner, to the processing of their data, whether personal or not, for the promotion and sale of Tag AD services, the management of its customer portfolio, the management of contractual relations, the fulfilment of assignments and the delivery of offers, as well as general administration, customer invoicing, the payment of Tag AD and accountancy in relations between Tag AD and the Customer, as well as their respective partners, claims, complaints and grievances issued, any disputes, the prevention of fraud and the protection of Tag AD and its assets, in particularly its website, which belongs to it.

Subject to the execution of the contract, for which Tag AD must be able to communicate certain items of data, whether personal or not, about the Customer and its representatives to third parties, and the respect by Tag AD of its statutory obligations, such as its tax obligations, Tag AD will not pass on data from the Customer to third parties, nor dispose of it, either in return for payment or free of charge, and will not process it for any other purpose.

When they connect to the Tag AD website, one or more cookies may be installed on the device connected by the Customer and its representatives. These cookies are associated solely with the way the Customer and its representatives browse on the Tag AD website. They have no influence on the way the connected device operates. The Customer and its representatives can, of course, delete these cookies at any time, using their browser or the cleaning software. Nor will the data relative to their cookies be passed on to third parties.

However, if they delete the cookies from their connected device, it is possible that the Customer and its representatives will then no longer be able to access some of the Tag AD website's functionalities, such as access to their display preferences or search history.

In order to protect the Parties' data in the best possible way, as well as the data of their contractors and representatives, Tag AD has of course taken appropriate technical and organisational measures, in accordance with the standards and customs in effect.

In particular, Tag AD's systems are protected by firewalls, antivirus programs and other technologies. Tag AD also has a backup mechanism, continuity plan and recovery plan in the event of a disaster. Only the contractors of Tag AD whose position justifies it, benefit from access, protected by a login and password, to this data and may either view or use the data for the sole requirement of their service. They have been properly informed of legal requirements and the other standards in effect. They have also received proper training in the matter and benefit regularly from refresher courses.

All Customers of Tag AD and their representatives who are natural persons, enjoy the right to access the data about them. They can obtain the amendment of any data they believe to be inaccurate, as well as request data to be added if the data in Tag AD's possession is incomplete. They can also demand the deletion of data whose processing they believe is not justified or for which the processing appears to be too long in relation to the Tag AD's aims and lack of justification. They can also exercise their right to portability or request compliance with their right to be forgotten if these Customers or their representatives no longer wish to be contacted by Tag AD because they have changed provider or, if they are natural persons, they have left their company.

Customers or their representatives can, of course, also object to certain types of processing, in particular processing by Tag AD for the promotion and sale of its services, especially when it involves direct marketing, the duration of which might be excessive or any other processing that might be considered as not being in the legitimate interests of Tag AD.

Where applicable, Tag AD will always ask for the permission of the persons concerned before proceeding with any processing of this kind as soon as the processing strays outside the assignments for which Tag AD has been tasked by the Customer or from contracts entered into between the Parties. Tag AD believes that this is essential for its image, reputation and the trust of its Customers.

In order to exercise their rights, including their right to be forgotten, the persons concerned should simply contact Tag AD, providing proof of their identity by sending a sufficiently probative official document (identity card, passport, vehicle registration certificate, etc.) to the address of the company's registered office or by e-mail, with the documents attached, stating their business telephone number. These measures simply enable Tag AD to verify that it is indeed the person in question and not to restrict the rights conferred on them by law.

If, despite everything, Tag AD believes that in the context of this confidentiality policy and the data protection charter of Tag AD Customers and their representatives, it still is not fulfilling some of its statutory and/or contractual obligations, Tag AD will invite its Customers and the persons concerned to contact it by e-mail: info@tag-ad.be. Tag AD will then make every effort to respond to their questions and find the most appropriate answer with them.

If they are not satisfied with the answer given by Tag AD to their request, the dispute can always be put before the relevant Belgian authority:

Data Protection Authority
Rue de la Presse, 35, 1000 Brussels
+32 (0)2 274 48 00 +32 (0)2 274 48 35
commission(at)privacycommission.be

Article 7 – Intellectual Property

The trade name “Tag AD” is used by Schoufs Henin Group SCS, whose registered office is situated at 9, Avenue Vésale, 1300 Wavre (Belgium), to market the products it supplies and the services it provides to its Customers, in accordance with the contract entered into with these Customers, including these general terms and conditions.

The website of each of the Parties is the intellectual property of the Party in question. The documents used and displayed on these sites (texts, images, video, illustrations, drawings, etc.) are all protected by copyright. Any breach or negation by a Party of an intellectual property right or of any right relative to the material belonging to the other Party may lead to prosecution and the payment of damages and interest for the harm incurred. Subject to the termination of the contract, without notice or compensation, neither of the two Parties is authorised to download, copy, alter, modify, adapt, delete, distribute, transmit, broadcast, sell, lease, assign or use the content published on the other Party’s website.

Nevertheless, the Parties agree that the work produced by Tag AD in the context of carrying out the actions that Tag AD takes in the name of and/or in behalf of the Customer, may be used by way of reference to enable Tag AD to approach potential new prospects and other Customers.

As a result, the Customer assigns a non-exclusive user licence for its commercial name and verbal and/or figurative brands (logo), as well as for the URL of its website, to Tag AD to enable Tag AD to refer to it/them for the purpose of promoting its business, regardless of the medium or the format used, without payment in return for the Customer.

Article 8 – Grievances, claims and complaints from the authorities and third parties

Any claim, complaint or grievance of any kind from one party to the other party, regardless of its nature or subject, will be brought immediately by the party making the complaint to the attention of the party alleged to be at fault by the method that best suits the parties. The aim of this, in a fair, constructive and dynamic manner, is to put in place a solution that is balanced for both parties, in the best way for their mutual interests and within as short a time as possible. If the disagreement is not settled, the party making the complaint will send a registered letter to the party alleged to be at fault within a maximum of 7 (seven) calendar days at its registered office, with the latter party acknowledging receipt immediately. This letter must contain all of the elements required to justify the complaint, as well as a proposal for settling the disagreement amicably so that the dispute can be concluded in the current month.

If the disagreement relates to an invoice, the Customer is required to notify Tag AD of the dispute within a maximum of 7 (seven) calendar days, from the time of receiving the disputed invoice, as provided for in the previous paragraph. If the Customer does not provide written notification of its disagreement about an invoice within this period, this implies final acceptance by the Customer in question. Under no circumstances will an invoice disputed by a Customer justify the suspension of payment, even partial, of the amount not under dispute. If the parties are unable to reach agreement, they undertake to call on the services of a commercial

mediator, accredited by Belgium's Federal Public Service Justice. If they are unable to agree on the mediator, one will be appointed by the President of the Commercial Tribunal for the judicial district where Tag AD has its registered offices.

Article 9 – Applicable law, disputes and jurisdiction

The contract created by these general terms and conditions and the purchase order, signed and dated by the Parties, is governed by and will be interpreted by Belgian law.

In the event of a dispute, the Parties undertake as a priority to find a negotiated solution to their dispute within a period not exceeding 3 (three) weeks from the time the dispute occurs.

To this end, the Party making the complaint will notify the other Party to the dispute of the disagreement, setting out the details in writing, giving reason for its request and making a suggestion for an amicable settlement. The Parties will meet at the latest when this period of 3 (three) weeks expires and will set out the terms of their compromise in writing. If necessary, the Parties will call on the services of mediator, accredited by the Federal Public Service Justice, in order to align their points of view and reach an agreement.

If on conclusion of the procedure stated above the Parties are unable to reach an agreement, the aggrieved Party will be authorised to take the matter to the courts in the Belgian judicial district where Tag AD has its registered offices, which shall have sole jurisdiction.

Article 10 – Miscellaneous provisions

Without prejudice to imperative legal provisions and/or provisions of public order, these general terms and conditions, with the purchase order stating any special conditions, will express the whole of the agreements between the Parties and constitute the contract.

This contract replaces and cancels any agreement, communication, offer, proposal or correspondence, verbal or written, exchange or entered into previously in relation to the same subject.

Any departure from these general terms and conditions requires the express, written consent of the Parties, except to the extent required or imposed by legal provisions and/or provisions of public order to the contrary, which may be of a nature to prevent their execution.

The fact of one of the Parties not claiming a breach by the other Party of any of the obligations incumbent upon this other Party under the contract entered into by them, including these general terms and conditions, may not be interpreted as this Party waiving its rights, subject to the application of the normal rules of prescription.

Should any of the provisions of the contract, including these general terms and conditions, be declared null and void, in full or in part, by any authority, the Parties undertake to replace this provision as closely as possible with a new provision with equivalent effect. Should this be the case, the other clauses of the contract will remain and will retain their full validity between the Parties, except if the contract has become irrelevant or can no longer be executed due to the provision being null and void.

Article 11 – Entry into force

These general terms and conditions come into force on **1st November 2017**. They supersede and replace the previous general terms and conditions for all existing contracts that have not yet been executed as of that date.

Drawn up at Ottignies-Louvain-la-Neuve (Belgium), 1st November 2017. Version 1.0.