



General terms

1. Generalities. Unless otherwise stated, the present general terms apply in their integrality to all offers, services and performances of *Wabu Production*. The client is deemed to accept them as soon as he makes any request of offers any order. The client waives to claim the application of any contradictory document, such as his own general or particular terms.

2. Offers. Unless otherwise stated, all valid during thirty days and all orders request a cash purchase of a deposit, equivalent to half of its total amount. The outstanding balance of this amount shall be paid at the latest the day of the show's presentation or of the event ordered to *Wabu Production* (thereinafter referred to as the "Show").

3. Price. The offers, estimate and pricelists of *Wabu Production* are only given as information and are tax-free.

4. Intellectual property rights. *Wabu Production* retains all its intellectual property rights on its performances and on the Show, as well as on those which have remained drafted out, or which were finally not approved or represented. This also applies to the performances chosen by *Wabu Production*.

Wabu Production authorizes however the client to reproduce and communicate to the public all or part of the Show without other specific compensation than the royalties paid or the price paid within the limitation of the license agreement, the offer or the order form, and for the sole purposes of the order or of the license's exploitation.

This authorization does not include any assignment of rights and is non-exclusive, for the territories and duration necessary for the purposes of the order. In case of lack of precision or in case of doubt, the needs of the client's order are deemed to correspond strictly to the first use made by the client on the Belgian territory and during one year. Any audio, photographic or audiovisual recording, of whole or part of the Show, is prohibited.

The foregoing only applies to the Shows presented for the client. The Shows non chosen by the client, the images, music, film, drafts, sketches, miniatures and other creations or works may not be exploited, by any means, without prior written consent of *Wabu Production*.

The Shows may not be modified.

The client commits to take all fees or royalties requested by Sabam or by any other collecting society for copyright or performer's rights for the performances relating to the Show. *Wabu Production* may not be held responsible on this matter in any ways whatsoever.

The authorization of exploitation given to the client in accordance with the foregoing is submitted to the respect, by the client, of all obligations incumbent upon him hereunder such as (amongst other) the payment of the sums due to *Wabu Production* and the respect of the intellectual property rights on the Show, the material and the delivered creations.

Wabu Production may put down its name or logo, as well as those of its subcontractors, on the media

used to promote the Show, according to modalities to be agreed upon with the client ; this credit notice may not be modified, removed nor moved without *Wabu Production* agreement.

If the Show is filmed, *Wabu Production* logo will be reproduced in the end credits with the following notice : “created by *Wabu Production*”.

5. Promotion. *Wabu Production* may not be held responsible for the promotion of the Show, which is only incumbent upon the client, at his own charge and under his sole responsibility.

In any case, *Wabu Production* keeps the right to disclose images of the Show as it has been represented, for promotional or presentation purposes or for any other kind of use illustrating or promoting its activities, by any means whatsoever it would choose and including a reference to the client.

6. Insurances and exploitation license. All materials of *Wabu Production* or of the client are carried at the client’s own charge and risks.

Unless otherwise stated, the clients also commits to subscribe all customary insurances of a show producer and make sure that they also cover, amongst others, the staff employed by *Wabu Production* and its performers for the Show as well as the material used by the latter during the Show.

The client is also in charge of requesting administrative or other authorizations as well as the requested accreditations for the purposes of the organization and production of the Show delivered by *Wabu Production*.

7. Payment. The invoices of *Wabu Production* shall be paid at the registered offices of *Wabu Production*. [A discount may be granted in case of early payment]. In case of lack of payment at due date, the sums owed to *Wabu Production* will automatically bear late interest, as its rights, without previous letter of summons, at the rate of 1% (one per cent) monthly, as from the date of the invoice, any started month being fully included. Besides, the client shall pay a conventional lump sum penalty of 10% of the unpaid amount, with a minimum of 50€, without prejudice of procedural compensation, attorney’s fees, recovery, judicial and execution costs. Further, in case of lack or delay of payment, *Wabu Production* reserves the right to suspend or cancel permanently future Show representations for the same client (those representations being the subject of the unpaid order or of any other order), without prejudice of damages being claimed by *Wabu Production*, if any. Notwithstanding the foregoing, the outstanding debt is immediately payable. In case the invoice, at the client’s request, is made addressed to a third party, the client shall be jointly liable with the latter for the payment of the invoice and for the execution of any other taken commitment.

8. Liability. *Wabu Production* may not be held responsible in case of any non-compliance of the Show, which would be directly or indirectly caused by the information, elements or instructions given or approved by the client or in case of a so-called force majeure. Besides, the client warrants to *Wabu Production* and exonerates the latter of any liability regarding the fact that the Show elements (scenery, images, music, costumes, etc.), if any, handed over to *Wabu Production* for the execution of its performances may be freely used for the purposes thereof. The clients may not hold *Wabu Production* responsible in this regard, and keep *Wabu Production* unharmed of any direct or indirect consequences of claims or actions introduced against the latter by third parties, including defense costs.

9. Modifications, suspension or cancellation of order. Any suspension or modification by the client of an executed order may lead to the revision of the price or of the scenery initially agreed upon, without prejudice of the sanction to *Wabu Production* intellectual property rights.

The client may not terminate unilaterally an order while being executed or before the agreed issue date, without paying damages to *Wabu Production* covering its whole losses, such as all charges already paid and its losses of earning (at least covering the agreed price), without prejudice of damages. *Wabu Production* shall also, in any case, keep the initially agreed price and the down payment already paid. In the case they would not have been paid in their integrality yet, *Wabu Production* may claim the outstanding balance to the client. The same applies in case of cancellation of an order before it being executed.

The client's order may be delayed, modified or cancelled in case of a so-called force majeure events, accidental case or any other external event beyond *Wabu Production* will such as natural disasters, wars, strikes, riots, death, illness or unavailability of ordered artists, this list not being limitative. *Wabu Production* commits however to warn immediately the client of the harmful circumstance and to propose, if any and if possible, an equivalent solution. In no case may *Wabu Production* be held responsible and no damages shall be paid to the client in such circumstances.

10. Complaints. Any complaint regarding the invoices of *Wabu Production* must be notified by registered letter within eight days of their sending. Otherwise, the invoices shall be considered as agreed without restriction.

11. Subcontracting. *Wabu Production* may deal with, and subcontract to any third parties of its own choice, natural person or legal entity, under its own responsibility, for the purposes of the execution of the missions entrusted to it.

12. Representation. Any natural person committing towards *Wabu Production* in another's name, or in a company or other entity's name, shall be personally and jointly held responsible with this third party, company or other entity for all the commitments so taken. *Wabu Production* is responsible towards the client only. Any natural person acting towards *Wabu Production* for the client is deemed being fully entitled to represent him and to act in his name and on his behalf.

13. Nonfulfilment. In case *Wabu Production* would be held responsible for any breach of the missions entrusted to it, the total amount of the damages due to the client, if any, may not exceed ten percent (10%) of the amount invoiced for the concerned harmful mission.

14. Nullity. Waivers. The nullity or the non-invocability, if any, of any provision hereof those general terms may not lead to the nullity or non-invocability of the others. If *Wabu Production* does not take advantage of or enforce any provisions hereof, it may not be interpreted as a waiver of it.

15. Lawsuit. Any lawsuit arising between *Wabu Production* and the client shall be instituted in front of the French-speaking courts of Brussels, which shall apply Belgian laws.