

GENERAL TERMS AND CONDITIONS OF SALE – 09/2018

1. GENERAL

1.1 These General Terms and Conditions of Sale, the regulations set forth herein, the order form (also called "order confirmation"), the offer (also called "proposal for cooperation") shall exclusively govern the contractual relationship between the parties, to the exclusion of the Customer's terms and conditions. By placing the order, the Customer accepts without reservation these General Terms and Conditions of Sale, and the regulations and the conditions included in the order form/offer. In the event of any discrepancy, the order form/offer shall take precedence over the General Terms and Conditions and the regulations. Only undertakings, associations or other legal entities can be Customers within the framework of these General Terms and Conditions of Sale.

1.2 Kinepolis offers are valid for the period specified in the offer. In the absence of any indication, offers are only valid for 10 working days after they have been drawn up.

1.3 Kinepolis shall only be obliged to deliver the services and/or goods ordered after receipt of the signed order form/offer within the period of validity of the offer, or, if the order form is sent electronically, after confirmation of receipt thereof by Kinepolis. In the event of any discrepancy, the provisions of the order form shall take precedence over the provisions of the offer.

1.4 Unless expressly agreed otherwise, the delivery times stated are indicative only and not binding on Kinepolis. Delay in delivery cannot give rise to any fine, compensation, or cancellation of the agreement.

1.5 The services and/or goods ordered are payable at the registered office of the company.

1.6 The Customer accepts that Kinepolis may proceed with electronic invoicing of the order by sending the invoice electronically in PDF format, with the date of sending as the invoice date. The Kinepolis log files shall serve as proof of dispatch.

1.7 Invoices are always payable within fourteen (14) days of the invoice date. Cinema vouchers or other gifts ordered must in any case be paid in full before delivery is made, unless agreed otherwise in writing. For events/advertisements, Kinepolis has the right to request an advance payment, specified in the offer, which must in any case be paid in full before the event. In the absence of a written and substantiated objection within fourteen (14) days after the invoice date, invoices shall be deemed to have been accepted. The Customer shall in any case pay the undisputed portion of the invoice.

1.8 In the event of non-payment of an invoice on the stated due date, the invoice amount shall be increased automatically and without notice, from the due date until the date of full payment, by default interest of 10% per annum, as well as by a fixed compensation of 10% of the unpaid invoice amount, with a minimum of 125 euros, without prejudice to the right to prove the existence of more damages and adverse effects. Kinepolis also reserves the right, in the event of late payment, to collect immediately and in full all amounts owed by the Customer, to suspend or cancel all current orders and to reclaim the costs incurred in this respect. In addition, all costs incurred as a result of enforcing payment via third parties or by legal process, including legal fees, shall be borne by the Customer.

1.9 Kinepolis shall only be liable to the Customer for the direct damage suffered and proven as a result of the obligations entered into by Kinepolis, to the exclusion of any other implicit or non-written obligations. Kinepolis declines any liability for indirect damage, such as loss of reputation, clientele, customers, commercial and/or financial loss, loss of profit or loss of turnover, loss of data and losses as a result of legal action taken by third parties against the Customer. Under no circumstances shall the total liability of Kinepolis exceed the total amount invoiced to and paid by the Customer for the delivery of the goods and/or services ordered. Advertising orders given to Kinepolis are the responsibility of the advertiser with regard to the accuracy of the content. Any claim for compensation must be reported in writing to Kinepolis within thirty (30) days after the date on which the damage occurred, or after the date on which the damage could reasonably have been observed. Late claims shall not be compensated.

1.10 All intellectual property rights associated with the goods and/or services provided by Kinepolis, as well as the documentation and all other materials developed and/or used within that framework, are vested exclusively in Kinepolis and/or its suppliers/distributors, without transfer to the Customer. The Customer shall not in any way publish, reproduce or make available to a third party the products and results of the services in whole or in part without the prior written consent of Kinepolis. The Customer shall not remove or change the designations of Kinepolis and/or its suppliers/distributors regarding copyrights, trademarks, trade names or other intellectual property rights.

1.11 The validity of these General Terms and Conditions shall not be affected by the invalidity of one of the provisions of these General Terms and Conditions. The invalid provision shall be replaced to the extent and as far as possible by a provision that comes as close as possible to the economic intent of the invalid provision.

1.12 Kinepolis reserves the right to transfer all or part of the agreement with the Customer to a third party.

1.13 Kinepolis cannot be held liable for the consequences of force majeure, which can be defined as any event or circumstance beyond its reasonable control, provided that it does not result from its fault or negligence and it cannot avoid or prevent the consequences thereof.

1.14 Subject to prior notice by registered letter that has gone unremedied, either party may terminate the contractual relationship, within a period of thirty (30) days, if one of the following occurs: (i) the other party fails to pay the invoices on time in accordance with Article 1.7, (ii) serious breach by the other party of any of its obligations under the contractual relationship or applicable law.

1.15 Kinepolis is entitled to amend these General Terms and Conditions after notifying the Customer. Such notification shall be indicated on the invoice or attached thereto or communicated by digital means. The amendments shall enter into force one (1) month after the day on which they are communicated to the Customer unless a later date of entry into force has been determined or - if the amendment results from a legislative or regulatory act - on the date on which such law or act enters into force. If the Customer does not accept this change, it may inform Kinepolis within fourteen (14) days after notification. The parties shall then seek an acceptable solution by mutual agreement. Under no circumstances shall this constitute termination of the agreement.

1.16 In the event of disputes, the courts of the Antwerp district shall have exclusive jurisdiction, and to the extent that the dispute falls within its jurisdiction, the justice of the peace of the fifth canton in Antwerp shall have exclusive jurisdiction. The contract is governed by Belgian law.

1.17 As the controller of the processing of personal data, we always process the personal data of the Customer in accordance with the applicable privacy regulations and in accordance with our Privacy Policy, which can be found at the bottom of each page of the Kinepolis Business website.

2. TERMS AND CONDITIONS OF SALE RELATING TO EVENTS AND ADVERTISEMENTS SUCH AS SAMPLINGS, ANIMATIONS, PRODUCT PLACEMENT (full overview of advertisements: <https://business.kinepolis.be/adverteren-bij-kinepolis>)

2.1 The Customer shall at all times behave with due diligence in the execution of its contract with Kinepolis. The Customer shall act in accordance with the instructions of Kinepolis, which relate, among other things, to the operation of the cinema, the use of the rented rooms or the services ordered, and security. These instructions are essentially contained in the Regulations governing Commercial Activities and the Internal Regulations of each cinema. The Customer declares to have read and accepted these Regulations.

2.2 The Customer is fully liable for any damage caused by itself, its guests, its employees and/or the companies it calls upon, to the buildings, grounds, materials and other goods belonging to Kinepolis or to third parties.

The Customer is also fully liable for any bodily injury to its guests, Kinepolis employees and/or third parties as a result of the performance of its activity. The Customer bears the risk and is responsible for the transport, security and protection of the rooms rented by it and the materials used by it or brought into the cinema, such as furniture, decoration, promotional material and projection equipment. Kinepolis shall under no circumstances be considered as a custodian in this respect. The Customer shall indemnify Kinepolis and its insurer against any liability and the consequences thereof, including the costs of legal assistance, in the event of theft, loss or damage, without prejudice to the rights of the Customer to take action against the guests and/or third parties.

2.3 The Customer must take out the necessary insurance policies to cover its civil liability, including tenant's liability, and to cover the materials used by it, arising from the organisation of the event, in respect of its guests as well as in respect of Kinepolis, its employees and customers on account of damage, theft and accidents caused by its organisation, guests, participants and suppliers, for a minimum amount of €500,000, physical, material and immaterial damage combined. The minimum amount shall not affect the liability of the Customer for the entirety of the damage. An insurance certificate must be submitted to Kinepolis at least three working days before the event.

2.4 Kinepolis cannot be held liable for any interruption of a network connection, power or other utility, nor for any damage to the installations of the Customer or the company it calls upon, due to a defect in the utilities.

2.5 If the event is accompanied by music, the Customer shall be responsible for obtaining all necessary copyright permissions as well as for payment of all copyright fees such as fair Remuneration. Useful information can be found on the following websites: www.sabam.be and

www.ikegebruikmuziek.be. In the event of samplings, product placement or animations, the Customer shall be responsible for the delivery, distribution, clearance and removal of the promotional materials, failing which Kinepolis reserves the right to dispose of the materials and to move them at the Customer's expense. Delivery and deployment of goods and installations shall always take place in consultation with Kinepolis.

2.6 Kinepolis shall under no circumstances be liable for the services of third parties it recommends (such as caterers) and the Customer shall contract these third parties on its own responsibility.

2.7 In the event of the cancellation of a reserved event or an order placed more than 30 calendar days before the scheduled execution or delivery, 20% of the total invoice amount shall be charged as cancellation costs. In the event of the cancellation of a reserved event or an order placed less than 30 calendar days before execution, 40% of the total amount shall be charged as cancellation costs. In the event of the cancellation of a reserved event or an order placed less than 14 calendar days before execution, 60% of the total amount shall be charged as cancellation costs, and the event of the cancellation of a reserved event or an order placed less than 7 calendar days before execution, 80% of the total amount shall be charged as cancellation costs. Cancellations must be notified to Kinepolis by registered letter. Charged cancellation costs may be offset against an advance paid by the Customer.

3. TERMS AND CONDITIONS OF SALE FOR CINEMA VOUCHERS AND OTHER GIFTS

3.1 The Customer has the option of ordering and purchasing cinema vouchers, food-and-drink vouchers, film boxes, etc. (full overview of gifts: <https://b2shop.kinepolis.be>), either loose or in gift packaging, either in the cinema complex or by means of the B2B order form made available online and at the rates stated therein.

3.2 The aforementioned gifts shall be purchased, either loose or in gift packaging, by signing and handing over the completed order form/offer or by the electronic transmission thereof by the Customer, which shall only be final after Kinepolis has sent a confirmation e-mail stating the products ordered by the Customer.

3.3 Cinema vouchers are valid for 1 year after ordering in all Kinepolis cinemas in Belgium that are in operation at the time of the exchange. The current Belgian Kinepolis cinemas in operation are Kinepolis Antwerp, Kinepolis Brussels, Kinepolis Bruges, Kinepolis Ghent, Kinepolis Hasselt, Kinepolis Braine, Kinepolis Kortrijk, Kinepolis Leuven, Kinepolis Liège, Palace Liège and Kinepolis Ostend. The cinema vouchers are also valid in a limited number of other cinemas; more information at the Kinepolis reception or website.

The Customer must respect the conditions of use attached to the goods purchased, as communicated by Kinepolis on the order form and/or vouchers and/or with the E-codes, among other things. When entering a cinema, the Customer shall comply with the internal regulations applicable there.

3.4 The Customer must comply with all applicable legislation, including Book VI "Market Practices and Consumer Protection" of the Economic Law Code, for any resale, donation or transfer of cinema vouchers and other gifts, and must ensure that the good name and reputation of Kinepolis are not damaged.

3.5 In the event of a resale, the Customer shall resell the cinema vouchers and other gifts exclusively in its own name and for its own account to consumers who purchase the cinema vouchers/gifts for non-professional use. Cinema vouchers/gifts shall be resold exclusively under the brand name "Kinepolis". The Customer must also impose the conditions of use attached to the purchased cinema vouchers/gifts as referred to in Article 3.3 on the recipients of the cinema vouchers and other gifts in the event of resale, donation or transfer. The Customer remains free to determine its final selling price. If the Customer develops presentation and packaging materials itself, it shall be responsible for this and shall bear the costs associated with this development and shall always submit this development for approval to Kinepolis, which shall not unreasonably withhold its consent. The Customer must take into account the intellectual property rights of Kinepolis (brand and logo). The Customer shall indemnify Kinepolis against any complaint or claim relating to the form or content of the presentation of cinema vouchers/gifts or their sale and delivery. Complaints from consumers regarding the content, quality defects, etc. of cinema vouchers/gifts shall be handled exclusively by Kinepolis. If the Customer receives these complaints, it must refer the consumers to Kinepolis. On the other hand, complaints from consumers relating to commercialisation by or the sales process of the Customer shall be handled exclusively by the Customer. The Customer shall indemnify Kinepolis against such claims.

3.6 Under no circumstances may the Customer grant more rights than those at its own disposal: for example, it may not create a promise that the cinema voucher grants the right to attend a specific film screening. The Customer shall also refrain from any promotional campaigns that create the impression that they are organised in cooperation with Kinepolis or with the producer or distributor of a particular film, unless prior authorisation has been obtained.

3.7 From the purchase of 100 pieces, cinema vouchers can be personalised free of charge by affixing the words "offered by" + the Customer's name (maximum 40 characters). From the purchase of 5,000 pieces, the Customer's logo can be printed in black and white on the cinema vouchers free of charge. From the purchase of 36,000 pieces, the Customer's logo can be printed in colour on the cinema vouchers free of charge. The delivery time is approximately 4 working days for normal printing and 10 working days for printing with logo. After confirmation by Kinepolis, the cinema vouchers can be collected at the reception of the cinema designated by the Customer during opening hours, which can be consulted on the Kinepolis website.

3.8 Cinema vouchers are never sent by post, but the Customer has the option of sending a courier after prior payment confirmation and approval by Kinepolis. The associated costs are at the expense of the Customer.

3.9 In the event of cancellation of the order or failure to collect it within 30 days of confirmation, Kinepolis reserves the right to charge a fixed compensation of €0.05 per cinema voucher ordered, with a minimum of €75 per order.

3.10 Notwithstanding the provisions of Article 1.9 above, Kinepolis cannot be held liable for any direct or indirect, contractual or extra-contractual damage incurred in the context of the agreement entered into, except in the event of intent, fraud or gross negligence. The maximum liability of Kinepolis shall in any case be limited to a maximum amount of EUR 25 per order.

3.11. However, Kinepolis can never be held liable for damage incurred as a result of a change in the legislation on the tax deductibility of the purchased goods.