

General Terms and Conditions

Esca Projects USA LLC
exhibitions and interiors

Further called ESCA

1 Applicability

1.1 These terms and conditions apply to all offers and agreements relating to the supply of goods and / or the provision of services by Esca Projects USA LLC. 1.2 Any used by the principal terms and conditions apply only to the extent not conflict with these terms and conditions. In case of conflict, the provisions of these terms and conditions binding.

2 Offers and agreements

2.1 Bids shall be in writing, are without obligation and are valid for one month, unless otherwise agreed in writing. 2.2 Subject to Article 2.1, are agreements concluded by written acceptance by the client of the offer made by ESCA, or by written confirmation of a (verbal) instruction by Esca, which will not be responded to by the client. Writing within two working days 2.3 If the client with several (legal) persons are identified, these are all jointly and severally liable for performance of all obligations of the client under the agreement.

3 Fees and Expenses

3.1 For services provided by ESCA in the field of consultancy, design, project management ect. An hourly rate will be charged as notified orally or stated in the tender. Unless otherwise agreed in writing, oral requests apply to the provision of advice and services in the course for a quote as reimbursable according to the applicable hourly rate. Travel and subsistence costs related to the design / concept and its implementation (photos, designs, models, models, drawings, ect.) And all other costs that ESCA be put into the context of the implementation of the agreements will be charged to the client unless this matter a different arrangement has been made in writing.

3.2 Unless expressly stated otherwise in writing, the rates quoted by ESCA in the offer and costs: a. based on purchase prices prevailing during the offer, wages, wage costs, social and government charges and other costs; b. exclusive VAT. and other taxes,

levies and duties; c. in euros or US dollars. 3.3 If between the time of submission of the offer and the closing of the agreement, or between the time of the conclusion of the contract and the delivery of services, one of the above components is increased, ESCA has obtained the right increase to charge. to the client

4 Payment

4.1 Payment must be made within 7 days after the invoice date to be designated bank account, unless another payment specified in writing. ESCA 4.2 Payment must be made without deduction or set-off by the client. 4.3 In the event of late payment the client is legally be in default and interest rate of 7.0% per (part of) a month payable on the whole outstanding amount.

Make 4.4 All judicial and extrajudicial actual collection costs will be borne by the client. The extrajudicial collection costs are taking at least 15% of the amount owed by the customer including the interest due. 4.5 Non (timely) payment of an invoice is all towards the principal outstanding invoices immediately due and payable.

4.6 ESCA is entitled to offset debts of all costs associated with ESCA business to the client. Claims against the client

5. Property, intellectual and industrial property

5.1 Unless the offer or the contract provides otherwise, it is and remains ESCA entitled to all property rights, copyrights, image rights, design rights or other rights, which rest on the design made / concept, in the broadest sense of the word. So includes the made to prepare photos, movies, designs, models, models, software, drawings ect.

5.2 The client obtains an exclusive, non-transferable right to use the design / concept or the presentation brought about on the basis of the design / concept, during the term of the agreement and / or for a different, explicit agreed term. 5.3 If the design / concept is intended or on the basis mediated presentation according to the offer or agreement to be transferred in ownership takes place this transfer of ownership at the time specified in the tender or in the agreement.

5.4 If the design / concept or the presentation based on that mediated is intended to be transferred in ownership ESCA reserves owned for until the whole pursuant to the offer, contract or any other agreement concluded with the Client in respect of similar services, amount (s) is complete (are) met.

5.5 Under any circumstances, even if (intellectual and industrial) property of the design / concept or the based on the design / concept presentation mediated transmitted ESCA preserving the right one for her design / concept realized presentation provide its name or logo, provided that this does not detract from the appearance or the use of

presentation. Furthermore ESCA reserves at all times the right of the design / concept or to make the based on the established their presentation photos or images and make them. To multiply and public

6 Risk and indemnity

6.1 All to the principal use or ownership transferred business by ESCA for the client's risk from the time of provision or delivery. The customer must insure against damage, destruction or theft of these items in a proper manner and shall in respect to give to ESCA. Provided or proof of insurance premiums available on request only

6.2 If and insofar as a design / concept or on the basis of mediated presentation must be returned to ESCA or on its engaged third parties, its use at an exhibition or event, the customer is obliged to deliver in the state in which the absence or is delivered as soon as possible after the end of the show it off or event.

6.3 The Client indemnifies ESCA for any infringements of copyright, trademark, design rights and other intellectual or industrial property rights, the images made available by the client, logos, brands, models ect. could make. rights of third parties

7 Liability

7.1 ESCA only accepts liability for the Supplier damage resulting from a shortcoming in the fulfillment of its obligation (s), if and insofar as appealed pence is covered up to the amount of the incurred by the insurer by its insurance benefit, including any excess. The Client shall indemnify the Supplier against any claims of third parties, which thus limited damage in excess.

7.2 Without prejudice to the other provisions of these terms and conditions, ESCA is not liable for damages that are the result of: a non-attributable under the provisions of Article 8 hereof shortcoming in the fulfillment of any obligation incumbent on it (force majeure);

b. defective cooperation, information or materials of the client, his subordinate (s) or other by or on behalf of the client in the execution of the agreement engaged third

party(ies).

7.3 If liability ESCA is established, but its insurer, for whatever reason does not make any payment, the liability of ESCA and / or employees of ESCA, in any case limited to the amount of the invoice amount. 7.4 The restrictions contained in this Article 1-3 do not apply if the damage is caused by intent or gross negligence of ESCA and / or a director of ESCA 7.5 ESCA is not liable for damage due to loss of profits, business interruption or other consequential damages of the client.

8 Force Majeure

8.1 Force majeure within the meaning of these terms and conditions shall mean conditions that prevent infringements of any obligation on a party commitment and not to any party responsible. These will include: strike by employees of ESCA, blockades, Pandemic (Covid19) related (governmental) restrictions or cancellations, non-performance by suppliers, or subcontractors ESCA measures of unloading of automatically soft infringements temporarily or permanently prevent and each of the will of ESCA independent circumstance which fulfillment of the agreement can not be of ESCA reasonably requires.

8.2 During force majeure, delivery and other obligations of ESCA suspended. If the period of force majeure infringements of the obligations by ESCA cannot be longer than six months, both parties have the agreement without judicial intervention, without any obligation to pay compensation in such cases.

8.3 If ESCA partially met its obligations in the situation of force majeure or its obligations, is only partially entitled already delivered or to invoice the deliverable part separately and the client is obliged to pay if it were this invoice a separate agreement.

9 Cancellation

9.1 In case the client cancels any of the in process (signed or revolving) project(s), regardless the reason (including Covid19 related reasons) to cancel incl. forced cancellations due to circumstances outside the responsibility of the client, ESCA will be entitled to the following compensation by the client.

a, after signing the contract and with a minimum of 12 weeks or more prior to the install date, the client is obligated to pay 50% of the project.

b, between 10 weeks and 8 weeks before the install date, the client is obligated to pay 85% of the project. Between 8 weeks and install date, the client is obligated to pay

100% of the project.

In case of a) and b) ESCA made more cost than the percentage mentioned above, ESCA has the right to charge the client above the percentage under prove of cost. Delayed projects longer than 3 months after the initial date of the projects are considered as cancelled by the client and the above rules apply.

10 Suspension and termination

9.1 ESCA is entitled to suspend the fulfillment of until the client has paid ESCA all payable claims on its obligation commitments. Claims must also be understood receivables from related companies with ESCA towards the client in this regard. 9.2 Unless expressly agreed otherwise, are agreements during their term non-cancellable. 9.3 Either party is entitled, by means of a registered letter to terminate if the other party fails even after a written notice stating a reasonable time limit, to fulfill his obligations to fulfill that agreement. Agreement out of court

9.4 ESCA is entitled, without any warning, to terminate the agreement if the client applies for (temporary) suspension of payment out of court required; Client requests are bankruptcy or in a state of bankruptcy; the business of the client will be liquidated; Client ceases its current business; is laid on a substantial part of the assets of the client consuming than not lifted within fourteen days; or if the client otherwise ability should no longer be considered to arrive. obligations under the agreement ESCA will never be liable for any compensation due to this termination.

9.5 If the client has received, pursuant to the provisions of Article 11.3 of these terms and conditions already presentations to implement the agreement at the time of the dissolution of the agreement, the decomposition relates only to that portion of the contract that are not yet ESCA. was carried out. ESCA amounts invoiced or even invoices associated with delivered or services performed, remain due and shall at the time of the dissolution immediately due and payable.

10 Applicable law and competent court

10.1 These terms and conditions, as well as to all offers and agreements to which they are fully or partially apply, only US Florida Law (USA) applies. 10.2 All disputes between the parties regarding the interpretation or application of these terms and conditions shall be submitted to the competent court in Orlando, FL, USA.

11 General provisions

11.1 These general conditions can only be waived by written agreement. Bind 11.2 Oral agreements only to the extent authorized and written are confirmed by ESCA 11.3 If one or more provisions of these terms and conditions will be destroyed, in whole or in part by a competent court does not affect the validity of the remaining provisions, or the remainder thereof, not. 11.4 These terms and conditions shall replace all previous terms and conditions

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www.escaprojects.com