

GENERAL TERMS AND CONDITIONS OF SALE – 09/2023

1. GENERAL

1.1 The contractual relationship between the parties shall be governed by these General Terms and Conditions of Sale, the regulations set forth herein, the order form (also referred to as "order confirmation") and the offer (also referred to as "proposal for cooperation"), to the exclusion of the Customer's terms and conditions. By signing the order form, the Customer accepts these General Terms and Conditions of Sale, and the regulations and the conditions included in the order form/offer without any reservation whatsoever. In the event of any discrepancy or inconsistency, the order form/offer shall take precedence over the General Terms and Conditions and the regulations, with the order form taking precedence over the offer. Only companies, associations or other legal entities can be Customers within the framework of these General Terms and Conditions of Sale.

1.2 Kinopolis offers are valid for the period specified in the specific offer. In the absence of any mention or reference, offers are only valid for 10 working days after being drawn up.

1.3 Kinopolis is only obliged to deliver the services and/or goods ordered after receipt of the signed order form/order confirmation within the validity period of the offer.

1.4 Unless expressly agreed otherwise, the delivery times stated are indicative only and not binding on Kinopolis. A delay in delivery cannot give rise to any penalty, compensation or dissolution of the agreement, unless the late delivery is solely due to an intentional, fraudulent or serious error on the part of Kinopolis. Late delivery may be due to logistical problems or late payment by the Customer.

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

1.6 Invoices are always payable within fifteen (15) days of the invoice date. Vouchers or other gifts ordered must in any case be paid in full before delivery is made, unless otherwise agreed in writing. For events/advertisements, Kinopolis has the right to request an advance payment, specified in the offer and/or order form, which must be paid in full before the event. In the absence of a written and substantiated objection within fifteen (15) days of the invoice date, invoices shall be deemed to have been accepted. The Customer shall in any case pay the undisputed portion of the invoice.

1.7 In the event of non-payment of an invoice by 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 interest of 10% per annum by default, as well as by fixed compensation of 10% of the unpaid invoice amount, with a minimum of €125, without prejudice to the right to claim the existence of greater harm and adverse effects, among other things by charging procedural costs and fees paid to a lawyer. Kinopolis 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.

1.8 Kinopolis shall only be liable to the Customer for the direct damage suffered and proven as a result of the obligations entered into by Kinopolis, to the exclusion of any other implicit or non-written obligations. Kinopolis 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 Kinopolis 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 Kinopolis are the responsibility of the advertiser with regard to the accuracy of the content. Any claim for compensation must be reported in writing to Kinopolis 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.

1.9 All intellectual property rights associated with the goods and/or services provided by Kinopolis, as well as the documentation and all other materials developed and/or used within that framework, are vested exclusively in Kinopolis 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 Kinopolis. The Customer shall not remove or change the designations of Kinopolis and/or its suppliers/distributors regarding copyrights, trademarks, trade names or other intellectual property rights.

1.10 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.

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

1.12 Kinopolis 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 own fault or negligence, and it cannot avoid or prevent the consequences thereof. "Force majeure" is explicitly understood to include the consequences of a pandemic and/or epidemic outbreak as a result of which the cinema complexes are closed for safety reasons.

1.13 Subject to prior notice by registered letter who has remained without action, 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 1.6, (ii) serious breach by the other party of any of its obligations under the contractual relationship or applicable law.

1.14 Kinopolis is entitled to amend these General Terms and Conditions for a valid reason, after notifying the Customer accordingly. The valid reason may include, but is not limited to, a change in market conditions, a change in the legal and regulatory framework, a change or improvement in the offer, a change in costs, protection against fraud, or in the event of an obvious error that needs to be corrected in order to keep our data up to date. 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 Kinopolis 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.

1.15 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.

1.16 As the data controller, we always process your personal data in accordance with the applicable privacy legislation. More information about the Customer's rights, what data is collected, for what purposes, on what legal basis and the applicable retention period, is set out in our Privacy Policy, which the Customer can find at the bottom of our Kinopolis Business website. For example, the Customer has the right to object to certain processing operations mentioned in our Privacy Policy. The Customer also has a right of access, copy, correction, deletion and data portability. For more information on how the Customer can exercise these rights, see the applicable Privacy Policy. This Privacy Policy is an integral part of the agreement with the Customer and the Customer is deemed to be aware of the applicable Privacy Policy.

1.17 The Customer grants Kinopolis the right to use its name/ logo and photos/videos of the event in Kinopolis promotional material, such as, but not limited to, the website, news items and social media or on any other medium related to Kinopolis.

1.18 The Parties declare and confirm that each clause contained in these terms and conditions is proportionate to the entirety of the other clauses, that the rights and obligations arising from the terms and conditions are balanced and that the Customer has had an effective opportunity to negotiate the clauses and influence the content of the same.

1.19 The Parties waive the possibility of invoking nullity of the agreement by means of notification in accordance with Article 5:59 of the Civil Code.

2. TERMS AND CONDITIONS OF SALE RELATING TO EVENTS AND ADVERTISEMENTS SUCH AS SAMPLINGS, ANIMATIONS, PRODUCT PLACEMENT

(full overview of advertisements: A unique venue for your next business event | Event solutions (kinopolis.be))

2.1 The Customer shall at all times act with due diligence in the execution of its contract with Kinopolis. The Customer shall not damage the honour and good name of Kinopolis and shall at all times respect the values of Kinopolis (such as, but not limited to, sustainability/integrity, sanitary measures, neutrality with regard to political and religious values). The Customer shall act in accordance with the instructions of Kinopolis, which relate, among other things, to the operation of the cinema, the use of the rented rooms or the services ordered, safety and security. These instructions are essentially contained in the Regulations governing Commercial Activities and the B2B Regulations as stated on the order form and/or offer. The Customer declares to have read and accepted these Regulations. Kinopolis has the right to terminate the agreement with the Customer at any time if the latter does not comply with this provision, without the right to any form of compensation.

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 Kinopolis or to third parties.

The Customer is also fully liable for any bodily injury to its guests, Kinopolis 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. Kinopolis shall under no

circumstances be considered as a custodian in this respect. The Customer shall indemnify Kinopolis 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 Kinopolis, its employees and customers due to damage, theft and accidents caused by its organisation, guests, participants and suppliers, for a minimum amount of €500,000, for 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 Kinopolis at least three working days before the event.

2.4 Kinopolis 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 or visual material that is not supplied by/via Kinopolis, the Customer shall be responsible for obtaining all necessary copyright permissions as well as for paying all copyright fees, including fair compensation. Useful information relating to music can be found on the following websites: www.sabam.be and www.unisono.be. The Customer shall indemnify Kinopolis against any liability, complaint or claim related to any infringement of this provision, including the cost of legal assistance. If Kinopolis finds that the copyright permissions are missing, it has the right to cancel the event, with the provisions of Article 2.9 also applying.

2.6 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 Kinopolis reserves the right to dispose of the materials and to remove them at the Customer's expense. Delivery and deployment of goods and installations shall always take place in consultation with Kinopolis.

2.7 Food/drink/catering is also offered by Kinopolis. If you do not purchase this service from Kinopolis, but choose one of the restaurants located in the building where Kinopolis is based, a fixed fee of EUR 2,500.00 shall be payable to Kinopolis to compensate for the lost turnover.

2.8 Kinopolis 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 under its own responsibility. Kinopolis is not a party to this relationship between the Customer and the third party.

2.9 In the event of 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 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 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 in the event of 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 Kinopolis by registered letter. Charged cancellation costs may be offset against an advance paid by the Customer.

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

3.1 The Customer has the option of purchasing vouchers (cinema vouchers or food and drink vouchers), gift boxes, etc. (full overview of gifts: <https://b2bshopkinopolis.be>), separately or in gift packaging, via the Kinopolis webshop or, in exceptional circumstances, via direct contact with Kinopolis.

3.2 The purchase of the above-mentioned gifts, separately or in gift packaging, is carried out via (online) confirmation on the part of Kinopolis.

3.3 The cinema vouchers can be exchanged for a standard 2D film ticket. Supplements (such as, but not limited to, long film, Cosy Seat, 3D etc.) are not included and the Customer must pay for these additionally at the box office, online or via the ticket machine. Unless the Parties specifically derogate from this, cinema vouchers are, after ordering, valid for 1 year at all Kinopolis cinemas in Belgium that are in operation at the time of the exchange. The Belgian Kinopolis cinemas in operation can be found on the Kinopolis website. The presentation date of the film is taken into account for the validity date of the cinema voucher. The food and drink vouchers can be redeemed for products in the Kinopolis Shop.

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

3.4 The Customer is not permitted to resell the vouchers or other gifts.

3.5 In the case of a gift, the Customer shall also impose the conditions of use attached to the purchased vouchers/gifts as stated in Article 3.3 on the recipients of the vouchers and other gifts. 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 Kinopolis, which shall not unreasonably withhold its consent. The Customer must take into account the intellectual property rights of Kinopolis (brand and logo). The Customer shall indemnify Kinopolis against any complaint or claim relating to the form or content of the presentation of cinema vouchers/gifts or to delivery of the same. Complaints from consumers regarding the content, quality defects, etc. of cinema vouchers/gifts shall be handled exclusively by Kinopolis. If the Customer receives these complaints, it must refer the consumers to Kinopolis. On the other hand, complaints from consumers relating to the Customer's delivery process shall be handled exclusively by the Customer. The Customer shall indemnify Kinopolis against such claims.

3.6 Under no circumstances may the Customer grant more rights than those it has itself: for example, it may not promise that the cinema voucher grants the right to attend a specific film screening. The Customer shall also refrain from promotions/competitions that give the impression that they are organised in collaboration with Kinopolis or with the film producer or distributor of a specific film without prior permission from Kinopolis and/or the producer or distributor in writing.

3.7 With the purchase of 100 or more items, cinema vouchers can be personalised free of charge by affixing the words 'offered by' + the Customer's name (maximum 40 characters) in black and white. With the purchase of 5,000 or more items, the Customer's logo can be printed on the cinema vouchers in black and white, free of charge. With the purchase of 36,000 or more items, the Customer's logo can be printed on the cinema vouchers in colour, free of charge. The delivery time is approximately 4 working days for normal printing and 10 working days for printing with logo, provided that payment has been made promptly by the Customer. 3.8 During the ordering process, the Customer can opt for delivery of physical vouchers on site or delivery of E-vouchers by e-mail. The costs of the delivery of physical vouchers on site and the administrative handling costs for each (online) order shall be borne by the Customer and are displayed during the ordering process.

3.9 However, Kinopolis can never be held liable for damage or harm incurred as a result of a change in legislation concerning tax deductibility for the purchased goods.