

CHEVAL LIBERTÉ RENT



GENERAL CONDITIONS OF SALE

Signature of these general conditions of sale shall entail acceptance of the quotation or purchase order to which they relate

ARTICLE 1: USE

LOCABOXE states that its client is the organizer of the event and that it undertakes to provide users with information on the limited destination of the object rented. It is thus recalled by the lessor that the use of the boxes is prohibited or strongly not recommended for whole horses and that this use is precarious and temporary not ensuring the safety of the horses but its protection against the weather. The lessor declines responsibility for what may arise from the behaviour of horses in the boxes, which horses must be inspected and monitored their owners, which is the responsibility of the organizer to serve them imperatively. The box is an equipment designed to provide shelter and has no other function such as containing an equine animal while guaranteeing its own safety which is not covered by the lessor (or seller). The equipment is not on its own dangerous for the horse that remains there in the calm but it cannot be of nature to prevent or guarantee its manifestations of violence and nervousness (kicking, forced support, fast movements...). The strength of the materials, not being not provided for, the reason for the non-guarantee formalized by this clause which identifies the destination of the property.

The tenant agrees to install and use the equipment in « a good father » in accordance with its destination and the regulations in force, with care and diligence, to comply with operating and safety instructions, and to keep in constant working order. He shall take all appropriate measures to ensure that the legal, regulatory, or manufacturer-issued safety rules are applied. No modification, alteration or transformation of the equipment is permitted. Unless LOCABOXE agrees in writing, it is only allowed to use the material on the area initially reported. The tenant agrees to formally prohibit smoking in the area dedicated to the boxes and to warn riders and public through posters.

ARTICLE 2: PRICE

Prices are net and without discount. Prices obtained on quotation are valid for 1 month from the date of issue. The prices defined on the day of the order are considered as a fixed selling price. However, the rates are subject to review without prior notice in accordance with the year and the variations in the price of the fuel. Any box ordered is due. Any box assembles discharged to the organizer.

ARTICLE 3: ORDER

All orders must be accompanied by these conditions and the form contests signed by the person in charge. This information is used to define the selling price. Any imperative (day, schedule, attendance...) must be reported and will appear on the purchase order according to the pricing and options grid. The customer will have to provide the exact numbers of boxes to be assembled on the Friday of the week preceding the event, by signed email. Also, the quantity for a competition or event taking place at the beginning of the week must be submitted by Wednesday before the start of the event.

ARTICLE 4: ORDER CHANGE

Any modification by the customer of the information defined on the Contest Form, completed at the time of booking, must be communicated to LOCABOXE no later than 6 days before the start of the event:

- If this 6-days deadline is not met, LOCABOXE may challenge the order and may not be prosecuted under any circumstances,
- If this information is false or erroneous, LOCABOXE may then re-invoice to the customer any additional costs incurred
- If information leading to a change in the order has not been the customer is exposed to an increase of twice the amount of a reported imperative.

ARTICLE 5: PERIOD

The delay in the time limits shall not give rise to any compensation or penalty, unless expressly agreed in writing. Delivery times are extended by right on account of force majeure or stoppage of transport, fire, flood, and generally all circumstances leading to total unemployment or part of our factories or those of our suppliers. Long-term rentals are subject to a delivery period of 1 month from receipt of the full and signed reservation, payment, and deposit. As part of the service Starbox-On-Time, any exceptional delay by LOCABOXE will result in compensation up to the amount of the option initially chosen.

ARTICLE 6: LAYING CONDITIONS

The lessor does not guarantee the condition of the ground. The client ensures the reception, verification, proper custody, and custody of the equipment. In addition, his presence is required at the arrival of the fitters to indicate the specific location where the service is to be provided. The assembly areas must be accessible 24/7. On the over hand, these areas are clear of obstacle on a perimeter of 10 meters minimum. Access is adapted to weights heavy trucks, super heavy trucks, and telescopic machines.

Unless specifically agreed:

- The assembly area must be accessible 10 days before the start of the event for the delivery of the material and the start of the assembly.
- The disassembly takes place within 10 days after the end of the event
- The material will be removed within 15 days.

Because of technical reasons, any quantity of boxes less than 44 boxes (Starbox or manual) or 76 boxes under tents may be required to remain assembled on site during 15 days after the end of the event. Any immobilization of the vehicle for the reasons stated will be subject to billing up to €100 HT per hour capital asset. Under no circumstances shall any degradation at the level of the ground and/or the ground give rise to a compensation.

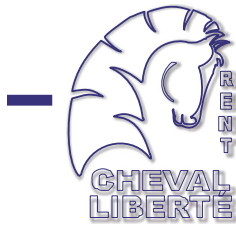
ARTICLE 7: TENANT OBLIGATION (waiver of guarantee)

The ground and soil are suitable for equine accommodation. The tenant agrees to provided land:

- With sufficient surface area for complete control assembly
- Having the qualities required for the development of lifting machines (8t) and accessible to trailers (30t), allowing the installation of this material.

The absence of ground resistance due to weight or tyres will not be taken into account. In case the ground is too small for the assembly of all its order, the customer agrees to pay this order in full.

During the assembly process, ground that does not provide access to trucks or material handling equipment will be an extra-billing



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according to the means used for this installation. In the event of specific siting conditions to be respected, the plan with all coats is to be supplied to the order. The tenant is in charge of the restoration of the ground and the surroundings, once the boxes are disassembled.

In the case of the lighting option, the service includes installation, the connection to the main network remaining at the expense of the organizer.

ARTICLE 8: SECURITY

According to the decree of 23.01.1985, Article 7 « Installation – resistance to bad weather and various risks », the provisions applicable to CTS-type establishments, tents, and mobile structures, are the following, the establishment must be evacuated:

-If snow precipitation exceeds 4 cms as long as the accumulation has not could be avoided on the roof (by heating, clearing...)

-If normal wind exceeds 100km/h

-In the event of exceptional circumstances which may endanger the safety of the public.

As a precautionary principle, we recommend the evacuation of boxes from wind up to 80 km/h or in case of snowfall.

ARTICLE 9: MAINTENANCE AND REPAIR

The tenant is required to protect the equipment against any damage and the maintain in accordance with the manufacturer's standards. Any repair costs following the failure to maintain the equipment remains the responsibility of the operator. LOCABOXE does not may be held liable to the tenant or third parties for the consequences direct or indirect, material, or immaterial, of a shutdown of the leased property and is not liable for any compensation as such.

ARTICLE 10: DAMAGE

The boxes are delivered as is. Any claim on any damage to the equipment must be made to construction site acceptance. Repair of damage (cut tarpaulin, torn door...) may be charged to the organizer, whether due to improper use of the tenant or the users.

ARTICLE 11: INSURANCE

Our equipment is provided in RC during transport until arrival on site. From assembly, for the duration of the event and until disassembly, the tenant is responsible for covering the equipment with its own insurance. The customer agrees to cover, for theft, loss, fire, and storm by the intermediary of his insurance, all the material left at the place of assembly from the day of delivery until the day of disassembly.

If the customer wishes to keep the boxes for another event conditions will be the same, but customer will have to insure them during the period between the manifestations.

ARTICLE 12: CANCELLATION

In case of cancellation, the tenant will have to pay to the lessor and this regardless of the reason for cancellation:

-50% of the amount indicated if such cancellation occurs more than six weeks prior to the planned installation date on this specification

-100% of the amount indicated if such cancellation occurs less than six weeks prior to the installation date specified in this specification

ARTICLE 13: GUARANTEE

Our supplies are guaranteed against defects of material and construction during the term of the lease from the date of disposition, except in cases of negligence, improper maintenance or use incorrect on the part of any user. This guarantee is strictly

limited to pure and simple exchange in our factories of parts recognized defective without indemnity of any kind for labour of dismantling, reassembly, capital, transportation costs... Defects due to the observed misuse of the equipment. The loss, disappearance, or theft of equipment from all guarantees. The equipment, spare parts, removable parts are excluded from any guarantee and invoiced at the price of replacement in the event of loss, theft, or damage.

Are also excluded from any guarantee and constitute a cause for termination of right of the contract to the damage caused by the tenant to the material in the following circumstances:

-Non-compliance with operating and safety instructions, non-compliance with requirements and prohibitions, including non-compliance with regulations in vigour,

-Use by an unqualified person or under ethyl influence or narcotic or other than the lessee named in the contract,

-Use for illicit, abnormal, or non-compliant purposes, negligence or fault of the tenant (hazardous handling, fall), vandalism, fire, water action, explosion, strong wind > 100km/h. In case of exclusion of guarantee, all the consequences of the loss ae at the expense of the tenant and fully invoiced. In case of total loss, the equipment is invoiced according to the value indicated at the time of ordering of this article.

ARTICLE 14: PAYMENT

A cheque for the entire amount of the estimate is to be sent to the reservation, cashable with the balance 3 days after the end of the event. The balance must be returned for payment upon delivery of the boxes. In case of an initial amount in excess of the final amount, a refund by cheque of the difference will be returned to the tenant. Settlements by administrative mandate 30% is paid on the order and the balance on delivery. In the case of long-term rental and the purchase of second-hand demountable boxes, the payment and deposit are to be sent to the order before any departure equipment. LOCABOXE reserves the right not to proceed with the installation of additional boxes in case of non-payment on delivery.

ARTICLE 15: DISPUTE

In the event of a dispute, the courts will have jurisdiction from Epinal.

ARTICLE 16: GENERAL CONDITIONS

These general conditions are valid notwithstanding any clauses by the client. By tacit agreement between the two parties, it is granted LOCABOXE the right to make a report during the event use it at its convenience, including for and without consideration.

ARTICLE 17: IN CASE OF SPECIFIC CONTRACT

These clauses are generally applicable unless agreed derogation relating to a particular provision if stated above.