

General Terms and Conditions for event partner of Vytal Lëtzebuerg sàrl.

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Contact information

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1. General Section of the General Terms and Conditions

1.1 Scope of the General Terms and Conditions

1.1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of Vytal Lëtzebuerg Sarl (hereinafter referred to as "Vytal Lëtzebuerg") apply to any legal transaction between Vytal Lëtzebuerg and the customer. They apply exclusively. Any conditions of the customer that deviate from these GTC are contradicted. Deviations shall only be effective to the extent that they are expressly agreed upon in writing between Vytal Lëtzebuerg and the customer.

1.1.2 The GTC are, even without separate agreement, the basis for every future legal transaction between Vytal Lëtzebuerg and the customer. Even in ongoing business relationships, the present GTC exclude conflicting conditions of the customer.

1.1.3 Should individual provisions of these GTC be ineffective, this does not affect the validity of the remaining provisions and the contracts concluded on the basis of these provisions. The ineffective provision shall be replaced by a valid provision that comes closest to its meaning and purpose.

1.1.4 Unforeseeable events not attributable to Vytal Lëtzebuerg, such as natural disasters, pandemics, strikes, or other unforeseeable events, as well as accident damage, operational disruptions, supply shortages, production failures, etc., entitle Vytal Lëtzebuerg, to the exclusion of any claims for damages from the customer, to withdraw from the contract.

1.2 Payment Terms, Default, Compensation for Damages, Set-off, Assignment, and Fulfillment of the Contract by Third Parties

1.2.1 Payment Terms

1.2.1.1 The customer shall pay the total gross amount of an invoice no later than 14 calendar days after the invoice date (payment deadline). The amount is considered timely if the total gross amount has been unconditionally credited to one of the accounts specified on the invoice within this period. If the customer exceeds the

payment deadline according to paragraph 1, they will be in default of payment.

1.2.2 Default

1.2.2.1 If the customer is in default with due payments, including those from partial deliveries or partial services, Vytal Lëtzebuerg may demand that the customer pay all commenced and outstanding services immediately.

1.2.2.2 In this case, Vytal Lëtzebuerg has a right of retention and may immediately suspend further services.

1.2.2.3 The default interest rate is set at 5% above the legal interest rate according to Article 12 of the Luxembourg Law of 18 April 2004 on payment delays for transactions with consumers, and 8% above the legal interest rate for transactions with professionals or businesses.

1.2.3 Set-off and Right of Retention

1.2.3.1 The customer may not make any deductions from due invoice amounts, except for a written agreed discount. In particular, deductions for postage, freight, transfer, or insurance costs are not permitted.

1.2.3.2 The customer may only set off undisputed, disputed but decided, or legally established claims.

1.2.3.3 If the customer is an entrepreneur, they may only assert a right of retention due to counterclaims arising from this contract.

1.2.4 Assignment

1.2.4.1 The customer may not assign rights and obligations from a contract with Vytal Lëtzebuerg without prior consent from Vytal Lëtzebuerg, unless this is expressly permitted in a single contract.

1.2.5 Fulfillment of the Contract by Third Parties

1.2.5.1 Vytal Lëtzebuerg is entitled to involve third parties in the fulfillment of its obligations. This does not relieve Vytal Lëtzebuerg of its obligations to the customer.

1.3 Customer's Obligations to cooperate

The success of Vytal Lëtzebuerg's activities depends decisively on whether and to what extent the customer cooperates in the realization of the project. The customer is prepared to do this. Unless otherwise regulated in the individual contract, the customer shall:

1.3.1 Support Vytal Lëtzebuerg in contract performance to a reasonable extent;

1.3.2 Provide Vytal Lëtzebuerg with all information, templates, documents, or data free of charge that are needed for contract performance;

1.3.3 Ensure access to premises (including notifying any security services, communicating house rules, and integrating into locking systems), access to resources

(including providing the required power supply, telephone connections, and internet connections), and access to employees to the extent necessary for contract performance at their own expense and with necessary advance notice;

1.3.4 Coordinate and prepare necessary appointments or meetings with Vytal Lëtzebuerg for contract performance;

1.3.5 Inform Vytal Lëtzebuerg in advance about the safety regulations and occupational safety rules that are relevant for contract performance;

1.3.6 Place necessary orders in accordance with agreed deadlines. If no deadlines are contractually specified, necessary orders must generally be submitted no later than 6 weeks before the delivery date.

1.4 Jurisdiction and Applicable Law

1.4.1 The place of jurisdiction for all disputes arising from and in connection with contracts is Luxembourg, if the customer is a merchant, a legal entity under public law, or a public-law special fund.

1.4.2 Only the law of the Grand Duchy of Luxembourg applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

1.4.3 If individual clauses become completely or partially non-contractual or ineffective, the remainder of the contract shall remain valid. If provisions do not become contractual or are ineffective, the content of the contract shall be governed by the statutory provisions.

1.5 Contract Modification, Written Form

1.5.1 Changes and additions to a contract must be in writing. Changes and additions must be expressly marked as such and signed by the customer and Vytal Lëtzebuerg.

1.5.2 No verbal ancillary agreements have been made.

1.6 Changes to the General Terms and Conditions

Vytal Lëtzebuerg is entitled to change or supplement these GTC at any time with reasonable notice. The customer has the right to object to the change or supplement. If the customer does not object within six weeks after receipt of the notification of the change, the changes or supplements shall become effective. Vytal Lëtzebuerg informs the customer about the possibility of objection and the objection period together with the notification of the change. These GTC apply from February 1, 2024.

2. General Terms and Conditions for the Rental Business

2.1 Scope of the GTC - Rental Business

Insofar as Vytal Lëtzebuerg concludes a contract with the customer, the following GTC define its content.

2.2 The Rental Items

2.2.1 Vytal Lëtzebuerg is obliged to provide rental items of average quality.

2.2.2 Vytal Lëtzebuerg may replace the ordered rental items with equivalent or better rental items if it is unable to deliver the exact ordered items. This substitution does not constitute the delivery of unsolicited goods as defined by Article 6:212 of the Luxembourg Civil Code.

2.3 Rental Prices, Rental Period, and Return

2.3.1 The rental prices of the respective valid offer from Vytal Lëtzebuerg apply. The prices are exclusive of the applicable statutory value-added tax.

2.3.2 The rental period begins on the agreed delivery date and ends on the agreed pickup date. The exact times will be specified in the rental contract.

2.3.3 If the renter continues to use the rental item after the agreed rental period has expired, separate written consent from Vytal Lëtzebuerg is required. If no consent is given, or the renter does not return the rental item at the agreed time, the agreed loss price will be automatically charged.

2.3.4 Vytal Lëtzebuerg's right to assert any further damages resulting from the late return of the rental items remains unaffected.

2.3.5 Cleaning fees per reusable product apply to the entire contents of all opened transport boxes - that is, boxes that are no longer sealed upon return to Vytal. The quantity used to calculate the cleaning costs is always set at a minimum of 70% of the ordered quantity. This pricing structure allows Vytal to offer the customer usage-based cost management while ensuring compliance with applicable hygiene standards.

2.4 Processing of the Rental

2.4.1 Delivery Method

Vytal's service includes the timely delivery of the reusable products ordered by the customer, delivered curbside on the pre-agreed date, as well as the collection of the ordered goods by Vytal after the end of the event.

2.4.2 The specific dates and locations for delivery and collection will be agreed upon by Vytal and the customer during event preparation.

2.4.3 Both the delivery and collection of the reusable products by Vytal shall take place Monday to Friday between 08:00 a.m. and 06:00 p.m. Deliveries or collections outside these hours are only possible by prior arrangement. Public holidays are excluded from both delivery and collection. Any additional costs incurred as a result shall be borne exclusively by the customer.

2.4.4 It is the customer's responsibility to ensure that they or an authorized representative is present at the agreed location and time for the delivery or collection of the rented reusable products.

2.4.5 Vytal delivers all rented reusable products cleaned, sorted by type, and sealed in transport boxes in the agreed packaging units. Orders smaller than the agreed packaging unit per product type are not permitted.

2.4.6 Depending on the size of the order, Vytal delivers the reusable products packed in transport boxes on pallets or via a shipping service. In the case of delivery on pallets, it is the customer's responsibility to provide either a loading ramp or a forklift with a driver for unloading and loading the reusable products. Vytal provides the rented reusable products cleaned, sorted by type, and sealed in Vytal transport boxes.

2.4.7 For collection, the customer shall return all rented reusable products at the agreed time, free from coarse food residues, emptied of leftovers, and sorted by type in the designated Vytal transport boxes. If, upon receipt of the returned goods, Vytal determines that the products were not handed over in accordance with the agreed standards, Vytal reserves the right to charge the customer for any additional cleaning effort required. In such cases, Vytal will inform the customer accordingly and document the condition of the goods with photographs.

Furthermore, the customer must ensure proper storage of the reusable containers after use. From March to October, used containers may not be stored for more than three days without refrigeration. During the colder months, when ambient temperatures remain below 10°C, the maximum permissible storage period without cooling shall not exceed five days. Failure to comply with these storage requirements may result in additional charges for cleaning or replacement, as applicable.

2.4.8 The rented goods must be returned in the same manner in which they were delivered and properly secured for transport. Accordingly, if Vytal delivered the goods on pallets, the customer is responsible for ensuring that the rented goods are placed on pallets and securely prepared for transport in the same manner when handed over to the shipping service.

2.4.9 In general, for all logistics and service activities related to delivery and collection, any waiting times for which Vytal is not responsible (e.g., access to the premises is blocked due to a locked door or other suppliers obstructing the entrance) must be covered by the customer.

2.5 Return of rental items

The customer shall return the rental items in the condition and form in which they were received from Vytal Lëtzebuerg, or in a condition and form differing from this as defined in the order document specific to the agreement between the customer and Vytal Lëtzebuerg. Wherever possible, the goods will be checked and accounted for immediately. However, if the goods consist of cutlery, cups and other small items, the customer agrees to the goods being inspected at Vytal's warehouses or washing partners. In this case, the customer is invited to take part in the joint inspection. Failure to participate in the inspection of the condition of the reusable packaging will result in the inspection carried out by Vytal Lëtzebuerg or Vytal Lëtzebuerg's cleaning partner being considered final. The customer will be held responsible for any discrepancies and/or defects between the items listed on the delivery note and the actual goods received.

2.6 Claims for Damages in Case of Loss, Destruction, and Damage

2.6.1 In the event of loss, destruction, or irreparable damage to a rental item, the customer shall reimburse Vytal Lëtzebuerg either for the loss price specifically agreed in the order document, or if no loss/damage price has been defined, for the market price for the replacement of an equivalent, new item, plus a 10% additional margin, without prejudice to further claims for damages by Vytal Lëtzebuerg.

2.6.2 If the repair of a rental item is possible, the customer shall reimburse Vytal Lëtzebuerg for the repair costs plus a 10% additional margin. In this regard, it is at the discretion of Vytal Lëtzebuerg to determine whether the repair is possible. The customer cannot demand the repair of the damaged item. Further claims for damages by Vytal Lëtzebuerg remain unaffected.

2.6.3 Regardless of 5.1-5.2, all rental items remain the property of Vytal Lëtzebuerg or Vytal Global GmbH and are to be returned to Vytal Lëtzebuerg at the end of the rental period, regardless of their condition.

2.7 Termination of the Rental Agreement

2.7.1 Termination by the Customer

2.7.1.1 The customer may terminate the rental agreement after the conclusion of the contract and before the start of the rental period. The termination must be made in writing.

2.7.1.2 However, the customer remains obligated to pay Vytal Lëtzebuerg a proportion of the rental price depending on the time the termination is received by Vytal Lëtzebuerg, according to the following scale:

- Termination received up to 42 calendar days before the start of the rental period: 50% of the quotation calculation, which forms the basis for the prices contained in the offer.
- Termination received up to 21 calendar days before the start of the rental period: 70% of the quotation calculation, which forms the basis for the prices contained in the offer.
- Termination received 20 calendar days or less before the start of the rental period: 100% of the quotation calculation, which forms the basis for the prices contained in the offer.

2.7.1.3 Partial cancellations that reduce the offer calculation by more than 30% will be invoiced analogously to sections 1.2.1-1.2.3.

2.7.1.4 The customer's right to terminate the contract due to denial of use in accordance of the Luxembourg Civil Code is excluded unless it is evident that rectification or replacement has failed. Rectification or replacement is considered to have failed only if Vytal Lëtzebuerg has been given a reasonable opportunity to remedy the issue, if it is impossible, if it is refused by Vytal Lëtzebuerg, or if it is

unreasonably delayed. Repair or replacement is considered failed only if Vytal Lëtzebuerg has been given sufficient opportunity to repair or replace the items, if it is impossible, if Vytal Lëtzebuerg refuses to do so, or if there is an unreasonable delay.

2.7.2 Termination by Vytal Lëtzebuerg

2.7.2.1 Vytal Lëtzebuerg is entitled, in addition to the reasons listed in the Luxembourg Civil Code for extraordinary termination of the rental agreement, to terminate the rental agreement without notice if an application is made to open insolvency proceedings concerning the customer's assets or if such an application is rejected due to insufficient assets.

2.8 Liability

2.8.1 Vytal Lëtzebuerg is fully liable for damages resulting from injury to life, body, or health that are based on a negligent breach of duty by Vytal Lëtzebuerg or on an intentional or negligent breach of duty by a legal representative or vicarious agent of Vytal Lëtzebuerg.

2.8.2 In all other cases, Vytal Lëtzebuerg is only fully liable for intent and gross negligence on the part of its legal representatives and vicarious agents.

2.8.3 Vytal Lëtzebuerg is only liable for slight negligence if an obligation is breached, the fulfillment of which is essential for the achievement of the contractual purpose (cardinal obligation). In the case of slight negligence in the breach of a cardinal obligation, liability is limited to the amount of the net rental price.

2.8.4 The strict liability of Vytal Lëtzebuerg for defects already existing at the time of contract conclusion, according to the relevant provisions of the Luxembourg Civile Code, is expressly excluded.

2.9 Data Protection and Data Security

2.9.1 All data collection and data processing related to the software used by VYTAL Global GmbH and Vytal Lëtzebuerg sàrl are subject to the applicable provisions of the GDPR.

2.9.2 Data collection and data processing are governed by Vytal Lëtzebuerg and by the VYTAL Global GmbH privacy policy in accordance with the GDPR, which is available to consumers on the Vytal Global GmbH website at <https://en.vytal.org/footer/privacy>.