

# General Conditions

These General Conditions govern all contracts entered into by Expo Business Communications BV, Minervum 7444 B, 4817 ZG Breda, The Netherlands, with participants at the trade fairs, exhibitions and congresses ("the events"), organised by Expo Business Communications BV ("the organiser"), in the Netherlands or anywhere else in the world.

## Article 1. Registration

- 1.1 After receipt of an applicant's completed and signed application form, the applicant is registered as a participant at an event being organised by the organiser. By completing and signing the form, the applicant declares himself to be familiar with the objective of the event, and agrees to exhibit only those products of services which comes within the scope of the event.
- 1.2 The person of persons signing the application form on behalf of the applicant shall be deemed to have full authority to do so on behalf of the applicant and the applicant shall have no right to claim against the organiser that such person or persons did not have such authority.
- 1.3 By completing and signing the form, the applicant also undertakes to be bound by these General Conditions.
- 1.4 If the organiser accepts the applicant as a participant, he will send a confirmation to the participant. In this confirmation, at least the following points will be covered:
  - the place where the event is being held;
  - the dates on which the event is being held;
  - the size of the space reserved for the participant at the event, in square meters.
- 1.5 The organiser has the exclusive authority to allocate its available stand space to participants. The wishes of the participant will be taken in account as far as possible.
- 1.6 The organiser reserves the right to refuse an applicants registration.

## Article 2. Manual and Stand Design

- 2.1 In due time before the start of the event, participants will receive the "Manual", for the event for which the participant has registered. The provisions contained in this Manual, together with the General Conditions, form an integral part of the contract between the parties. In case of doubt the General Conditions will prevail above the Manual.
- 2.2 In case of stand erection by the participant, the design for a stand must be received by the organiser, as a scale drawing in duplicate, before the date mentioned in the Manual. The design of the stand must meet the requirements as laid down in the Manual and by relevant Legislation and Regulations.
- 2.3 Any third parties used by the participant in any way, must be approved by the organiser.

## Article 3. Stand and Exhibits

- 3.1 The participant is obliged to comply with all instructions given by or on behalf of the organiser, or other officials responsible for the maintenance of order and safety with regard to the construction, layout and safety of the stand, the products or objects to be exhibited and the decorations.
- 3.2 The participant is not permitted to make all or part of the allocated standspace available to third parties.
- 3.3 The organiser reserves the right to require the participant to remove any exhibit being exhibited, if the organisers in their absolute discretion consider that the same is libelous or of an obscene nature or may infringe the rights of any third party or which the organisers in their absolute discretion consider to be undesirable or detrimental to the exhibition, to other exhibitors or the general commercial interest of the organisers or is required by any legal obligation whatsoever. No compensation or damages will be payable as a result of such removal by the organiser.
- 3.4 Participants warrant to the organiser that all designs and artwork on or relating to the participant's stand or any items at display of the participant's stand shall not infringe any trademarks or copyright or patents or other intelligent rights of any third party in any way.
- 3.5 No use of amplification equipment may be made, in order to attract the attention of the visitors of the event.
- 3.6 Participants are obliged to ensure that their stands are permanently manned during opening hours of the event.
- 3.7 The participant is obliged to leave the space made available to him, in its original condition when the contracted period comes to an end. If the organiser considers it necessary to take steps to restore it to its original state, the costs incurred will be borne by the participant.

## Article 4. Products

- 4.1 The participant may only exhibit, demonstrate or show samples of the products and services, specified on the application form.
- 4.2 The participant is not allowed to deal in used goods, or act as a repairer. Nor are participants permitted to provide goods or services at their stand for reimbursement.

## Article 5. Payment

- 5.1 Payment must be made in accordance with the conditions of payment on the application form.
- 5.2 Should the participant fail to make a payment in time, he forfeits any right to exhibit at the event. The provisions of art. 6, clause 6.3, of these General Conditions are applicable. Unless stated otherwise in this article, the agreed price remains payable in full.
- 5.3 Contractual interest at an annual rate of 15% of the agreed price is payable by the participant from the due date specified on the application form.

## Article 6. Cancellation

- 6.1 If serious circumstances dictate, whether they are dependant or independent of the organiser, organiser has the right to cancel the event. The undertakings made in the confirmation of reservation cease to apply and the payments already made by the participant will be refunded, with a deduction made for the costs incurred by the organiser, which may not exceed 15% of the originally agreed price. The participant is not entitled to claim compensation. Organiser can accept no responsibility whatsoever for cost or damage by participant, as a consequence of the cancellation of the event.
- 6.2 Participant must occupy the space allotted to him 24 hours before the opening of the exhibition. Any participant failing to do so will be deemed to have cancelled his participation. In this event the terms and conditions relating to cancellation as set out in this article will apply and the organiser may resell or reallocate such space. The organiser shall be under no obligation to compensate participant.
- 6.3 In the event that a participant either wishes to cancel his participation or fails to meet any of the payment obligations (whether as to amounts or dates of payment) detailed on the application form, the organiser has then the right to apply following cancellation charges and to reallocate such space:

Cancellation occurring:	Cancellation charge:
More than 6 months prior to the event	40% of total contract price (plus VAT)
More than 4 months and less then 6 months prior to the event	70% of total contract price (plus VAT)
Less than 4 months prior to the event	120% of total contract price (plus VAT)

## Article 7. Reduction of Space

- 7.1 A participant who wishes to change his participation, must notify organiser by written notice. The organisers reserve the right to apply the cancellation charges according to article 6, clause 6.3, to the total contract price according to the amount by which the original participation is reduced. The organisers may resell or reallocate the space in question, in which case the cancellation charges remain applicable. There shall be no obligation on the organisers to accept notification or reduction. All charges are only valid if and when confirmed in writing by the organiser.

## Article 8. Bankruptcy

- 8.1 If a participant becomes bankrupt, insolvent, goes into liquidation, requests of obtains a moratorium or otherwise loses or has lost his capacity to dispose of his property, as well as if a participant has permanently ceased to trade, the organiser reserves the right to terminate the participation and the terms and conditions relating to cancellation of article 6, clause 6.3 shall apply.

## Article 9. Liability and Insurance

- 9.1 Any liability of the organisers to the participant in any way arising out of this contract shall:
  - be limited to direct losses or damages only and shall not extend to loss of profit or any indirect or consequential loss or damage arising; and
  - shall not exceed an amount equal to the contract price.
- 9.2 The participant must effect at his own cost full indemnity insurance against public liability and all other usual risks in respect of loss, damage or injury to goods and persons and against theft. Where a situation occurs which is covered by such insurance for which the participant wishes to be compensated, then he must claim under such insurance in priority to making any claims against the organisers.
- 9.3 The participant shall fully indemnify the organisers against all costs claims, proceedings and losses whatsoever made against or

incurred by the organisers as a result of the participant participating at the event.

## Article 10. Non compliance

- 10.1 In case the participant is in default for non-compliance with any of the obligations resting with the participant under the terms of these general conditions or any further written agreements, the organiser may dissolve the agreement without the intervention of the court with immediate effect. The participant is bound to compensate the organiser for damages suffered or to be suffered as a result of his failure to comply. At the same time any right to reserved stand space is terminated.
- 10.2 At first demand by the organiser or its authorized personnel, participants must comply with the obligations resting with them under the terms of these general conditions or any further instructions given by the organiser or its authorized personnel. Should the participant refuse to comply, organiser may demand that the participant closes its participation within an hour and leaves the event. The participant is excluded from participation for the entire remainder of the event. The participant may not claim a refund for the period he is excluded from participating, nor is he entitled to make any claim for compensation.
- 10.3 The organiser is entitled to dismantle the stand of the participant and dispose of the goods by public or private sale if the participant fails to meet the stipulations of these general conditions.
- 10.4 The organiser reserve the right in its absolute discretion to exclude or remove from the event, any person whose presence (in the opinion of the organiser) is likely to be undesirable and the organiser may execute such rights notwithstanding that any person is the employee or agent of the participant or is in any way connected or associated with the participant.

## Article 11. Postponement or Abandonment

- 11.1 The participant shall not have any claim against the organiser in respect of any loss of damage whatsoever, as a consequence of the event failing (for whatever reason) to be held, or the event venue being or becoming wholly or partially unavailable for the holding of the event for whatever reason. Organiser preserves the rights under all circumstances to change the dates and/or venue of the event or alter the participants stand in size, place or design if such is deemed necessary by the organiser. Participant shall not be entitled to any claim or compensation in these cases.
- 11.2 If by rearrangement or postponement of the event, or by change of venue or by means of any other reasonable matter or thing, the event can be held, the contracts for participation shall be binding upon all parties.

## Article 12. Attendance

- 12.1 The participant acknowledges that the organiser shall not be held responsible for the failure of all or any other (contracted) participant to attend the event, or the failure of any number of attendees to attend the event for any reason.
- 12.2 Organiser shall use its reasonable endeavors to organise and promote the event, in such way as is considered appropriate by organiser. Any statements made on or behalf of the organiser as to audience projections or methods or timing of promotion shall constitute only general indications of the organisers' promotion and organising strategy and shall not amount any representation of warranty.

## Article 13. Disputes

- 13.1 The legal relationship between the participant and the organiser is governed by the laws of the Netherlands. All disputes will be adjudicated by the competent court of Breda tot the exclusion of any other legal body.
- 13.2 In the event of a dispute the English version of these General Conditions will prevail.

These General Conditions are filed with the Chamber of Commerce in Breda, the Netherlands.

Breda, The Netherlands, April 30<sup>th</sup>, 2015

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