



GENERAL TERMS AND CONDITIONS 54events BV

In these regulations the following definitions apply:

•The Organiser:
54events B.V.

•Registration Form:

The document in which the participation agreement is described and set forth. This is the agreement under which the Organiser provides stand space, promotional resources and/or services to the participant for a certain period under certain conditions.

•Participant:

The natural or legal person which has entered into a participation agreement with the Organiser, as well as with its representative(s).

•Indirect Participation / Co-Exhibitor:

The natural or legal person which has not personally entered into a participation agreement with the Organiser, but exhibits items, places communication expressions or presents itself in any other way within the Participant's stand space.

•Trade Fair:

The trade fair, exhibition, congress or event with respect to which the participation agreement was entered into.

•Stand Space:

The exhibition area, expressed in square metres, provided to the Participant, the location and space of which are designated by the Organiser.

•Promotional Resources and Services:

The resources, expressed in money, provided to the Participant to bring its product, service or trademark to the attention of the public, other than by using Stand Space.

•Participation Fee:

The fee due to the Organiser by the Participant pursuant to the participation agreement in consideration of participation in the trade fair, congress, and the use of the Stand Space and other agreed services, and the general organisational services described in that agreement and performed or to be performed by the Organiser.



PROVISIONS

1. DATES AND DURATION:

1.1 If - at the Organiser's discretion - justified by special circumstances, the Organiser may change the dates and/or location set for the Trade Fair or cancel the Trade Fair.

1.2 Special circumstances shall include: insufficient interest, insufficiently representative supply, disputes within the relevant industry and all such circumstances as, in the Organiser's opinion, after a weighing of interests, may jeopardise the success of the Trade Fair.

1.3 In the event of a change in the dates or location set, the participation agreement shall remain unaffected. The Participant is in any case obliged to pay the other costs related to its participation and/or incurred by or via the Organiser at the Participant's request.

1.4 In no event shall the Participant be entitled to any damages to be paid by the Organiser, in any form whatsoever, based on a decision as referred to in subclause 1.1.

2. USE OF THE STAND SPACE

2.1 It is not permitted to rent or provide the Stand Space provided to the Participant by the Organiser, to any third party unless the Organiser has given its express consent in writing. The rental of part of the Stand Space to Indirect Participants / Co-Exhibitors also falls within the scope of this Article.

2.2 The Participant is entitled to have one or more Indirect Participants or Co-Exhibitors exhibit in the Stand Space provided, on the condition that these Indirect Participants are registered with the Organiser by the Participant and the Participation Fee due per Co-Exhibitor has been paid.

2.3 The Participant shall at all times remain responsible for the observance by its Indirect Participants of the general terms and conditions and other relevant provisions and regulations.

2.4 The Participant is not entitled to make use of the Stand Space in such a manner as to cause harm and/or hinder to any other participants or visitors by noise nuisance, obstruction of entrances or passages, obstruction of light or view, or hindrance in any other way, at the Organiser's discretion. If such is found during the Trade Fair, the Participant shall immediately take action to solve such problems at the request of the Organiser. Any costs incurred to solve such problems shall be paid by the Participant.



3. PAYMENT:

3.1 The Participation Fee shall be due upon the dates set in the participation agreement, all other payments must be made within fourteen days of the invoice date, without discounts or compensation, unless a different due date was agreed when the contract was concluded.

3.2 The Organiser shall be entitled to invoice as soon as the signed registration form has been received. An advance invoice may precede the actual invoice.

3.3 The Participant shall be liable for all costs due to the Organiser in connection with its participation, irrespective of whether such costs have been incurred by the Participant itself or by third parties acting in its name.

3.4 In case of late payment of any amount due to the Organiser by the Participant, the Organiser will inform the Participant in writing. Should payment not be received within the period described in this written notice, Stand Space allocated to the Participant cannot be guaranteed. The Organiser is in these cases free to re-designate Stand Space allocated to the Participant and allocate alternative Stand Space to the Participant. In such a case, the Participant shall remain under the obligation to pay the full Participation Fee as well as any other costs due to the Organiser, without entitlement to compensation of the costs incurred and/or damage suffered in whatever sense, in relation to the re-designation of Stand Space allocated to the Participant.

3.5 In the event of late payment of any amount due to the Organiser, the statutory interest shall be charged from the time that the claim has become due and payable. If, after receipt of the 1st written reminder, the Participant has failed to pay the full outstanding amount within the prescribed period, the principal sum shall be increased by an administrative fee of € 100.-. In the event of late payment of the principal sum plus the said administrative fee, the Participant shall receive a 2nd written payment reminder. In the event that payment has not been received within the period described in this 2nd payment reminder, the principal sum shall be further increased by extrajudicial collection costs as referred to in Section 96 Subsection 2, under c of Book 6 of the Dutch Civil Code. Namely:

- 15% of the amount of the principal of the claim on the first € 2,500 of the claim;
- 10% of the amount of the principal of the claim on the next € 2,500 of the claim;
- 5% of the amount of the principal of the claim on the next € 5,000 of the claim;
- 1% of the amount of the principal of the claim on the next € 50,000 of the claim;
- 0.5% of the excess of the principal with a maximum of € 6,775.

If payment is not made within the prescribed periods, the Organiser shall be entitled to refer the full claim, including administrative fees and extrajudicial collection costs, for collection to a debt-collection agency. The full costs shall be entirely at the Participant's account.

3.6 If the Participant fails to (fully) pay the Participation Fee or any other amount due to the Organiser before the start of the construction of the Trade Fair, the Organiser shall be entitled, after written or oral notification and giving notice of default, to deny access for the Participant to the (construction) of the Trade Fair and/or to consider the participation agreement terminated with immediate effect. In such a case, the Participant shall remain under the obligation to pay the full Participation Fee as well as any other costs due to the Organiser, without entitlement to compensation of the costs incurred and/or damage suffered in whatever sense, in relation to the denial of access to the Trade Fair and/or termination of the participation agreement.



4. LIABILITY:

4.1 The provisions referred to in these general terms and conditions shall apply *mutatis mutandis* to the third parties engaged by the Participant in respect of its participation to the Trade Fair, such as stand builders and suppliers, as well as possible Indirect Participants.

4.2 The Organiser is not liable for any damage, howsoever denominated, directly or indirectly suffered by the Participant, its employees or visitors, including lost business and damage due to theft, destruction or any other cause whatsoever, if such damage is attributable to third parties.

4.3 The Participant shall indemnify the Organiser against any third-party claims for damages, howsoever denominated, caused by the Participant itself, its Indirect Participants, employees or visitors.

5. INABILITY TO ATTEND, BANKRUPTCY, MORATORIUM

5.1 In the event that, due to special circumstances beyond the Participant's control, at the Organiser's discretion, the Participant is unable to use the agreed Stand Space and/or Services, the Organiser may, at the Participant's request, cancel the participation agreement until a maximum of one hundred and twenty days prior to the first date of the Trade Fair as indicated on the Participation Form, in which case the Participant shall owe 50% of the total Participation Fee agreed, plus the other costs related to its participation and/or incurred by or via the Organiser at the Participant's request, including the once-only registration fee.

5.2 In the event of cancellation by the Participant until 90 to 120 days prior to the first date of the Trade Fair as indicated on the Participation Form, the Participant shall owe 75% of the total Participation Fee agreed, plus the other costs related to its participation and/or incurred by or via the Organiser at the Participant's request, including the once-only registration fee.

5.3 In the event of cancellation by the Participant until 0 to 90 days prior to the first date of the Trade Fair as indicated on the Participation Form, the Participant shall owe 100% of the total Participation Fee agreed, plus the other costs related to its participation and/or incurred by or via the Organiser at the Participant's request, including the once-only registration fee for its participation.

5.4 In the event that the Participant is declared bankrupt or if it applies for a moratorium at any time after the agreement has been entered into, the participation agreement shall have been terminated by the single occurrence of the aforesaid events and the Participant shall be obliged to immediately pay the full amount of the Participation Fee agreed, as well as any other costs incurred, without prejudice to the Organiser's right to claim costs, damages and interests.

6. PARTICIPANTS REGULATIONS:

6.1 If applicable, the participants regulations of the trade fair location as well as specific trade fair provisions shall be deemed to form part of these general terms and conditions. A free copy of the regulations and the trade fair provisions shall at all times be available from the Organiser upon request.

7. APPLICABLE LAW:

7.1 Dutch Law is applicable to this agreement. All disputes arising out of or in connection with this agreement will be resolved by the Amsterdam District Court to the exclusion of the jurisdiction of any other courts