GENERAL TERMS AND CONDITIONS OF 54events B.V.

DEFINITIONS

In these regulations, the following terms have the following meanings:

The organiser:
54events B.V.

Registration form:
The document in which the participation agreement is described and recorded. This is the agreement under which the organiser makes stand space, promotional opportunities and/or services available to the participant for a specified period and under specified conditions.

Participant:
The natural or legal person who has entered into a participation agreement with the organiser, as well as its representative(s).

Indirect participant / co-exhibitor:
The natural or legal person who does not itself enter into a participation agreement with the organiser, but who exhibits items, places communications or otherwise presents itself within the participant's stand space.

Fair:
The fair, exhibition, congress or event in respect of which the participation agreement has been concluded.

Stand space:
The exhibition surface made available to the participant, expressed in square metres, the location and shape of which are designated by the organiser.

Promotional opportunities and services:
The opportunities, expressed in monetary terms, made available to the participant to bring its product, service or brand to attention other than by means of stand space.

Participation fee:
The fee owed by the participant to the organiser under the participation agreement for participation in the fair and use of the stand space and other agreed services, and for the general organisational services described in that agreement performed and to be performed by the organiser.

PROVISIONS

1. DATES AND DURATION

1.1. If, in the organiser's judgement, special circumstances so justify, the organiser may change the dates and/or location set for the fair, or decide that the fair will not take place.

1.2. Special circumstances include: insufficient interest, an insufficiently representative range of offerings, disputes within the relevant sector, and all circumstances which, after weighing interests, in the organiser's judgement may jeopardise the success of the fair.

1.3. If the dates or location set are changed, the participation agreement remains fully in force. In all cases the participant is obliged to pay in full the other costs incurred in connection with its participation at its request by or through the organiser.

1.4. Under no circumstances may the participant assert any right to compensation whatsoever against the organiser on the basis of a decision as described in article 1.1.

2. USE OF THE STAND SPACE

2.1. The participant may not rent out or otherwise make available to third parties the stand space made available to it by the organiser, unless the organiser has given its express written consent. This article expressly includes renting out part of the stand space to indirect participants / co-exhibitors.

2.2. The participant is entitled to allow one or more indirect participants or co-exhibitors to exhibit in the stand space made available, provided that these indirect participants have been registered with the organiser by the participant and the participation fee due for each co-exhibitor has been paid by the participant.

2.3. The participant remains responsible at all times for compliance by its indirect participants with the general terms and conditions and other relevant provisions and regulations.

2.4. The participant may not use the stand space in such a way that other participants or visitors suffer damage and/or nuisance in the form of noise, obstruction of entrances or passages, obstruction of light or view, or nuisance in any other form, at the organiser's discretion. If this is observed during the fair, the participant shall, at the organiser's request, take immediate action to resolve it. Any costs this entails are for the participant's account.

2.5. The participant is obliged to keep the stand space staffed and operational throughout the entire opening hours of the fair. The participant may not clear the stand in whole or in part, or begin dismantling, before the official closing time of the fair. In the event of a breach, the participant owes the organiser compensation of one bottle of wine with a minimum value of EUR 25, so that the organiser can offer it to the visitor who, after the participant's departure, is found disappointed at its stand location. This is without prejudice to the organiser's right to recover any other damages.

3. PAYMENT

3.1. The participation fee and all other payments owed to the organiser must be made on the due date stated on the invoice and, failing that, within fourteen days of the invoice date, all without discount or set-off, unless a different due date has been agreed in writing at the time the contract is formed.

3.2. The organiser is entitled to invoice as soon as it has received the signed registration form back. An invoice may be preceded by an advance-payment note.

3.3. The participant is liable for all costs owed to the organiser in connection with its participation, whether these costs are incurred by the participant itself or by third parties acting in its name.

3.4. In the event of late payment of any amount owed to the organiser, the organiser is entitled to allocate the stand space agreed with the participant concerned to another participant. In that case the organiser will, at its own discretion, allocate an alternative stand space to the participant and inform the participant thereof. The participant remains fully obliged in this case to pay immediately the full amount of the agreed participation fee, as well as all other costs incurred on its behalf, without prejudice to the organiser's right to claim costs, damages and interest.

3.5. If the payment term is exceeded, the participant is in default by operation of law, without any notice of default being required. Statutory commercial interest as referred to in Section 6:119a of the Dutch Civil Code is due on the outstanding amount, calculated from the due date of the invoice until the day of full payment. If payment is not made, the organiser applies the following process:

a. a first payment reminder;
b. a second payment reminder;
c. a notice of default, whereby the principal sum is increased by an administrative surcharge of EUR 100 as well as by the extrajudicial collection costs as referred to in Section 96(2)(c) of Book 6 of the Dutch Civil Code, in accordance with the scale below;
d. if payment still fails to follow, the organiser hands over the entire claim, including the administrative surcharge, extrajudicial collection costs and commercial interest, to a collection agency and/or lawyer. The costs of this are entirely for the participant's account.

The extrajudicial collection costs amount to:

- 15% of the principal sum of the claim over the first EUR 2,500 of the claim;
- 10% of the principal sum of the claim over the next EUR 2,500 of the claim;
- 5% of the principal sum of the claim over the next EUR 5,000 of the claim;
- 1% of the principal sum of the claim over the next EUR 50,000 of the claim;
- 0.5% over the excess of the principal sum.

3.6. If the participant has not paid the participation fee or any other amount owed to the organiser (in full) before the start of the build-up of the fair, the organiser is entitled, after written or verbal notice, to deny the participant access to the (build-up of the) fair and/or to consider the participation agreement terminated with immediate effect. In such a case the participant remains obliged to pay in full the entire participation fee as well as all other costs owed to the organiser, without being able to claim compensation for costs incurred and/or damages suffered of any kind whatsoever in respect of the denial of access to the fair and/or the termination of the participation agreement.

3.7. If judicial collection becomes necessary, all costs actually incurred by the organiser, including the full lawyer's and litigation costs, are entirely for the participant's account, including insofar as these exceed the statutory or customary litigation-cost award.

4. LIABILITY AND INSURANCE

4.1. The provisions of these general terms and conditions apply mutatis mutandis to third parties engaged by the participant in connection with its participation in the fair, such as stand builders and suppliers, as well as to any indirect participants.

4.2. The organiser is not liable for damage, however named, directly or indirectly suffered by the participant, its indirect participants, its personnel or its visitors, including business losses and damage due to theft, destruction or any other cause whatsoever, where such damage is caused by third parties.

4.3. The participant indemnifies the organiser against any claim by third parties for damage, however named, caused by the participant itself, its indirect participants, its personnel or its visitors.

4.4. The participant is obliged, during build-up, the fair and dismantling, to be adequately insured against legal liability and, at the organiser's first request, to submit proof of this insurance.

5. IMPEDIMENT, CANCELLATION, BANKRUPTCY, SUSPENSION OF PAYMENTS

5.1. If the participant, due to special circumstances beyond its control, at the organiser's discretion, is unable to use the agreed stand space and/or services, the organiser may, at the participant's written request, dissolve the participation agreement up to no later than 120 days before the fair dates agreed on the registration form, in which case the participant owes 50% of the total agreed participation fee, as well as the other costs incurred in connection with its participation at its request by or through the organiser.

5.2. In the event of cancellation by the participant from 90 to 120 days before the fair dates agreed on the registration form, the participant owes 75% of the total agreed participation fee, as well as the other costs incurred in connection with its participation at its request by or through the organiser.

5.3. In the event of cancellation by the participant from 0 to 90 days before the fair dates agreed on the registration form, the participant owes 100% of the total agreed participation fee, as well as the other costs incurred in connection with its participation at its request by or through the organiser.

5.4. If the participant is at any time after the conclusion of the participation agreement declared bankrupt or applies for suspension of payments, the participation agreement will be dissolved by the mere occurrence of the aforementioned events, and the participant is obliged to pay immediately the full amount of the agreed participation fee, as well as all other costs incurred on its behalf, without prejudice to the organiser's right to claim costs, damages and interest.

5.5. If the participant does not timely comply with the agreed cancellation conditions or fails to appear at the fair, and the organiser is thereby forced to arrange or fill the stand space or programme component reserved for the participant in another way, the participant owes the costs actually incurred by the organiser as a result, up to a maximum of 50% of the contracted participation fee. The organiser substantiates these costs with invoices. This compensation is separate from and does not affect what the participant owes under articles 5.1 to 5.3.

5.6. Upon receipt of a written cancellation request, the organiser confirms in writing its receipt as well as the cancellation costs due under articles 5.1 to 5.3. The participant may withdraw the cancellation request in writing up to seven days after this confirmation, in which case the participation agreement continues unchanged and no cancellation costs are due. The organiser may extend this term in writing or, if the proximity of the fair dates requires it, set a shorter term in the confirmation. After the term has expired unused, or as soon as the

participant confirms the cancellation in writing, the cancellation is final and the organiser is entitled to offer and allocate the stand space or programme component concerned to a third party; the cancellation request can no longer be withdrawn thereafter. The date of receipt of the cancellation request is decisive for the amount of the cancellation costs. Offering or allocating to a third party does not affect the cancellation costs due, unless otherwise agreed in writing.

6. REGULATIONS FOR PARTICIPANTS

6.1. Where applicable, the participant regulations of the fair venue as well as specific fair provisions are deemed to form part of these general provisions. The regulations and fair provisions can be requested from the organiser free of charge at any time.

7. REPRESENTATION AND AUTHORITY

7.1. The person who signs the registration form on behalf of the participant declares that they are authorised to do so and to validly represent and bind the participant.

7.2. If the signatory proves not to be authorised to bind the participant, the signatory is personally bound as participant to the participation agreement and liable for all resulting obligations, without prejudice to the provisions of Section 3:70 of the Dutch Civil Code and without prejudice to the organiser's right to claim damages. This article does not release the participant: if and insofar as the participant is bound to the participation agreement on the basis of authorised representation, apparent authority to represent, or ratification as referred to in article 7.3, the organiser may fully demand performance from the participant.

7.3. The participant cannot invoke the signatory's lack of authority if the participation agreement has been ratified by or on behalf of the participant. Ratification is deemed to exist in any event if the participant has not protested in writing against the formation of the agreement within fourteen days of receiving the confirmation or the first invoice, or if the participant has made use of promotional opportunities or services from the organiser prior to the fair.

7.4. If the same signatory has previously signed one or more participation agreements on behalf of the participant to which the participant has given effect, including participation in the fair or payment of the invoices relating to it, the organiser may assume that this signatory is also authorised to bind the participant to subsequent participation agreements, unless the participant has informed the organiser in writing before signing that the signatory is no longer authorised to do so.

7.5. Nor can the participant invoke the signatory's lack of authority if a director or manager of the participant was aware of or involved in the contacts preceding the signing between the signatory and the organiser, including joint fair visits, conversations or correspondence, and did not make known in writing to the organiser before signing that the signatory was not authorised to bind the participant.

8. FORCE MAJEURE

8.1. Force majeure means any circumstance beyond the will and sphere of influence of the organiser that wholly or partly prevents performance of the participation agreement, including in any event: government measures, epidemics and pandemics, war and terror (threat), natural disasters, fire, strikes, failures in utilities, and the whole or partial unusability of the fair venue.

8.2. In the event of force majeure, the organiser is entitled, without prejudice to the provisions of article 1, to move the fair to another date and/or location or to cancel the fair, without being liable for any compensation to the participant.

8.3. In the event of relocation due to force majeure, the participation agreement remains fully in force. In the event of cancellation due to force majeure, the organiser is entitled to set off the costs already incurred and committed by it against the participation fee already paid; any remaining part is granted as credit for a subsequent edition.

9. IMAGE AND SOUND RECORDINGS

9.1. The organiser is entitled to use photo, film and sound recordings made during the fair in which the participant, its stand, brand expressions, personnel or products are visible for its own promotional purposes, without owing any compensation to the participant for this.

10. PERSONAL DATA

10.1. If the parties process or exchange personal data, including visitor or lead data, in the context of the fair, each party is independently the controller for its own processing thereof and each party guarantees compliance with the General Data Protection Regulation (GDPR) with regard to that processing.

11. APPLICABLE LAW AND DISPUTES

11.1. Dutch law applies exclusively to the participation agreement and to these general terms and conditions.

11.2. All disputes arising from or connected with the participation agreement or these general terms and conditions are submitted exclusively to the competent court of the District Court of Midden-Nederland, Utrecht location.

12. FINAL PROVISIONS

12.1. Where these general terms and conditions refer to “in writing”, this also includes communication by email.

12.2. If a provision of these general terms and conditions is null and void or is annulled, the remaining provisions remain fully in force. In that case the parties will consult in order to replace the provision concerned with a valid provision that approximates the purpose and intent of the original provision as closely as possible.