

## GENERAL CONDITIONS ARTEXIS EXHIBITIONS NV

### ARTICLE 1: DEFINITIONS

Within the framework of these General Conditions, the following terms shall have the following meanings:

- **Organiser:** the organiser of the Fair, namely the public limited liability company ARTEXIS EXHIBITIONS, with registered office established at 9051 Ghent, Maaltekouter 1 and a business establishment at 1200 Brussels, Sint-Lambertusstraat 135, recorded in the Legal Entities Register under enterprise number BE 0424.681.440, Commercial Court of Ghent
- **Fair:** the fair organised by the Organiser, as described in the participation request.
- **Applicant-Exhibitor:** the natural or legal person who expresses a desire to participate in the Fair by submitting a participation request.
- **Exhibitor:** the Applicant-Exhibitor whose participation request is accepted by the Organiser in accordance with the provisions of article 4 of these General Conditions.
- **Building:** the real property in which and/or around which the Fair is organised.
- **Opening Date:** the official opening date of the Fair, with it being understood that, in the event of an avant-première, this shall be regarded as the official opening date of the Fair.
- **General Conditions:** these general conditions.
- **Rate Conditions:** the rates that apply to the submission by the Applicant-Exhibitor of his participation request and to his participation in the Fair and which are attached to the participation request or to any other commercial document. The

rates are exclusive of VAT.

The terms defined in this article have the same meaning whether singular or plural.

### ARTICLE 2: APPLICABILITY OF THE GENERAL CONDITIONS

**2.1** These General Conditions apply to the contractual relationship and all obligations between the Organiser, on the one hand, and the Applicant- Exhibitor or the Exhibitor, on the other, with regard to the participation request, the Acceptance and the participation in the Fair.

**2.2** The Applicant-Exhibitor and the Exhibitor expressly waive the application of their own general conditions, even if the latter are drawn up subsequent to these General Conditions.

**2.3** To be valid, any departure from these General Conditions must be expressly accepted in advance by the Organiser. This provision can only be invoked by the Organiser.

**2.4** By submitting the participation request, the Applicant-Exhibitor expressly declares that all obligations between him and the Organiser with regard to the Fair are governed by these General Conditions.

**2.5** The Organiser reserves the right to amend these General Conditions at any time. The Organiser undertakes to notify the involved Applicant- Exhibitor or Exhibitor about these General Conditions changes 8 (eight) days prior to their taking effect.

### ARTICLE 3: PARTICIPATION REQUEST

**3.1** The request to participate in the fair must either be submitted by means of the application form provided by the Organiser for this purpose, or by email or verbal agreement.

**3.2** Submission of the participation request by the Applicant-Exhibitor constitutes his binding and irrevocable offer to participate in the Fair under the conditions that are set forth in these General Conditions, in the Rate Conditions and in his participation request. Any later change or revocation of the participation request shall be regarded as a unilateral cancellation by the

Applicant-Exhibitor, and shall be governed by the provisions of article 6 of these General Conditions.

3.3 The participation request is provisionally registered by the Organiser, which freely decides whether or not to accept the participation request in accordance with the provisions of article 4 of these General Conditions.

#### **ARTICLE 4: EVALUATION OF THE PARTICIPATION REQUEST**

The participation request is evaluated by the Fair's selection committee, which is set up by the Organiser.

##### **4.1 Selection criteria**

The selection committee processes and evaluates all participation requests, basing itself for this on the following criteria in particular:

- 1) the availability of various exhibition spaces;
- 2) the balanced distribution of the content of the Fair;
- 3) the degree to which the Applicant- Exhibitor's activity corresponds with the purpose of the Fair;
- 4) the quality of the products, brands and/or displayed works;
- 5) the variation of the products and/or displayed works.

##### **4.2 Circumstances justifying rejection of the participation request**

A participation request can be rejected in one or more of the following, non-exhaustive cases:

- 1) the participation request is incompatible with one or more of the criteria set forth in article 4.1;
- 2) the Applicant-Exhibitor does not fulfil one or more of his obligations deriving from his participation request;
- 3) the Applicant-Exhibitor did not fulfil one or more obligations relating to an earlier fair that was organised by the Organiser or a company associated with it;

4) the Applicant-Exhibitor threatens the proper order or the good name and reputation of the Fair or of the Organiser;

5) the Applicant-Exhibitor does not comply with the provisions concerning the fitting out and decoration of the site or the stand, as contained in the Exhibitor's manual;

6) the owner or the operator of the Building objects to acceptance of the Applicant-Exhibitor.

##### **4.3 Rejection of the participation request**

The rejection of the participation request is communicated by the Organiser to the Applicant-Exhibitor in writing. Under absolutely no circumstances can this rejection give rise to any liability on the part of the Organiser or any compensation being owed by the Organiser.

##### **4.4 Acceptance of the participation request**

4.4.1 The Acceptance is communicated by the Organiser to the Applicant-Exhibitor in writing, inter alia by means of sending the invoice as provided in article 5 of these General Conditions. The preceding exchange of letters or other documents (such as e.g. the fair map mentioned in article 7.2) between the Organiser and the Applicant-Exhibitor cannot be regarded as an Acceptance. The Exhibitor shall only be allowed into the Fair after the Exhibitor has fully paid the amounts as provided in article 5 of these General Conditions.

4.4.2 Under no circumstances does the Acceptance give rise to any right to participate in any future fair that should be organised at a later time by the Organiser or an associated company, other than the Fair for which the Acceptance applies.

#### **ARTICLE 5: RATES, INVOICING AND PAYMENT CONDITIONS**

##### **5.1 Rates and invoicing**

5.1.1. The Exhibitor explicitly agrees to electronic invoicing. 5.1.2 The following shall be owed by the Exhibitor as a result of the



Acceptance, unless provided otherwise in the Rate Conditions:

- 1) the registration fee;
- 2) the insurance premium in accordance with the provisions of article 16 of these General Conditions;
- 3) the costs relating to the reservation of a stand at the Fair;
- 4) all other costs that are specified in the Rate Conditions or any other commercial document.

Notwithstanding the provisions in article 6 of these General Conditions, these amounts continue to be owed if the Exhibitor cancels his participation later for any reason whatsoever or if the Exhibitor decides to reduce the surface area initially requested by him.

The amounts as listed above are hereafter referred to together as the “Amounts Due”.

#### 5.1.3 The Amounts Due are invoiced as follows:

For annual fairs:

- 1) an advance of 50% of all Amounts Due (the “Advance”) eight days after Acceptance of the participation request;
- 2) the balance of all Amounts Due (the “Balance”) at least 120 days before the Opening Date of the Fair; and
- 3) the price of the technical orders at least 30 days before the Opening Date of the Fair.

For non-annual fairs:

- 1) an advance of 20% of all Amounts Due (the “First Advance”) eight days after Acceptance of the participation request;
- 2) an advance of 30% of all Amounts Due (the “Second Advance”) thirteen months before the Opening Date of the Fair;
- 3) the balance of all Amounts Due (the “Balance”) at least 120 days before the Opening Date of the Fair; and

- 4) the price of the technical orders at least 30 days before the Opening Date of the Fair.

In the event that the participation request is submitted to the Organiser less than 120 days, but more than 30 days before the Opening Date of the Fair and this Request is accepted by the selection committee, the Advances and the Balance will be invoiced together and these amounts must be fully paid in order for the Acceptance of the participation request to become definitive. The technical orders will be invoiced at least 30 days before the Opening Date of the Fair.

In the event that the participation request is filed less than 30 days before the Opening Date of the Fair and this Request is accepted by the selection committee, all Amounts Due, as well as the price of the technical orders, will be invoiced together and all Amounts Due must be paid in order for the Acceptance of the participation request to become definitive.

#### 5.2 Payment conditions

5.2.1 The invoices of the Organiser must be paid at the latest within 30 days after date of receipt, net and without discount or offsetting. Invoices made less than 30 days before the Opening Date of the Fair are payable immediately after receipt, net and without discount or offsetting.

5.2.2 Any payment made into the hands of a representative or employee of the Organiser does not have a discharging effect, unless done with the express advance consent of the Organiser.

5.2.3 Any protest against an invoice must be made to the Organiser by the Exhibitor within 8 days after the date of invoicing in writing. Such a protest has no impact on the Exhibitor’s obligation to pay the other invoices that are exigible at the time of the protest and grants him no right to suspend any payment obligation or any other obligation vis-à-vis the Organiser.

#### 5.3 Untimely payment

5.3.1 Untimely payment of the full invoice of the Organiser or a part thereof leads, without prior formal notice of default, to the exigibility of late-payment interest at an interest rate of 8% per year, counting from the due date, on all unpaid



amounts (even those whose due date has not yet passed) until the date of full payment. Beyond this, untimely payment, under the same conditions as the exigibility of the late-payment interest, leads to the payment of a lump-sum indemnification of 10% of each unpaid invoice amount, with a minimum of 250 euros, without prejudice to the Organiser's right to prove greater damage.

**5.3.2** In the event of untimely payment, the Organiser is also authorised, ipso jure and without prior formal notice of default, to suspend execution of all obligations that the Organiser has vis-à-vis the Exhibitor. In the event of untimely payment, the Organiser can also decide not to make the stand space or site available to the Exhibitor and instead to make these available to a different Exhibitor.

#### **ARTICLE 6: RENUNCIATION OF PARTICIPATION BY THE EXHIBITOR OR REDUCTION OF THE REQUESTED SURFACE AREA**

**6.1** Notwithstanding the provisions of article 3.2, an Exhibitor must notify his renunciation of participation in the Fair and any reduction of the surface area initially requested in his participation request by registered letter to the Organiser, regardless of whether this renunciation or reduction takes place before or after the Acceptance by the Organiser.

**6.2** In the event of renunciation of participation by the Exhibitor and in so far as the renunciation of participation takes place in accordance with the provisions of article 6.1, the Exhibitor is obliged, ipso jure and without prior formal notice of default, to pay the following cancellation compensations:

1) if the renunciation is announced thirty days or more before the Opening Date, a cancellation compensation equal to the total Amounts Due;

2) if the renunciation is announced less than thirty days before the Opening Date, a cancellation compensation equal to the total Amounts Due and, as applicable, the amount of all other invoices owed to the Organiser, increased by 1,000 euros as indemnification for the additional harm deriving therefrom for the Organiser due to the lateness of the renunciation.

This cancellation compensation is irrevocable and entirely independent of the Exhibitor's reason for renouncing participation. The Exhibitor expressly agrees that in such a case the Organiser is authorised to allocate the space or site of the Exhibitor to a different exhibitor, or to affix at the space or site allocated to the Exhibitor the message: "this stand was reserved for [name of the Exhibitor] pursuant to registration dated [date]".

**6.3** In the event that the reduction of the originally requested surface area is notified in accordance with the provisions of article 6.1 and in so far as the Organiser has expressly accepted the reduction, the Exhibitor shall owe, ipso jure and without prior formal notice of default, a cancellation compensation of 20% of the Amounts Due to the Organiser. Along with this cancellation compensation, all Amounts Due for the reduced surface area continue to be owed by the Exhibitor.

If the reduction of the originally requested surface area is notified in accordance with the provisions of article 6.1 and the Organiser does not accept the reduction, the same amounts as provided in article 6.2 shall be owed by the Exhibitor to the Organiser as cancellation compensation.

**6.4** In the event that the renunciation or the reduction is not notified in accordance with the provisions of article 6.1, the Exhibitor shall owe, ipso jure and without prior formal notice of default, a cancellation compensation of 40% of the Amounts Due to the Organiser as indemnification due to unilateral cancellation and the additional harm that derives therefrom for the Organiser due to non-compliance with the notification duty. Along with this cancellation compensation, the Amounts Due for the initially requested surface area continue to be owed by the Exhibitor.

**6.5** Untimely payment of the cancellation compensations specified in article 6.2, 6.3 and 6.4 leads, ipso jure and without prior formal notice of default, to the exigibility of late-payment interest at an interest rate of 8% per year, counting from the due date, on all unpaid amounts (even those whose due date has not yet passed) until the date of full payment.

#### **ARTICLE 7: SITES**



## 7.1 Allocation of the sites

**7.1.1** The Organiser autonomously decides on the allocation to the Exhibitors of the sites at the Fair. In principle, each Exhibitor is allocated no more than a single site per product category or per article.

**7.1.2** Within 8 days after the announcement by the Organiser of the allocated site, each Exhibitor can send to the Organiser any properly-motivated objections. The Organiser shall take cognisance of these objections and make a well-motivated decision concerning them. This decision is definitive and is communicated to the Exhibitor in writing.

**7.1.3** The Organiser reserves the right at all times to move an allocated site, to change its form or to move one or more sites allocated to an Exhibitor or group of Exhibitors to one or more other sites if reasons of the general organisation of the Fair so require, whether or not beyond the Organiser's control. Under no circumstances does this change or move give the Exhibitor a right to any compensation.

## 7.2. Fair map

**7.2.1** The Organiser provides the Exhibitor with a fair map that is drawn up by the owner or the operator of the Building and defines the allocated site of the Exhibitor. This fair map is provided to the Exhibitor for information only, and the Organiser cannot be held liable for any differences between the dimensions in this plan (which are only indicative) and the actual dimensions of the allocated site. **7.2.2** If the Exhibitor believes that the fair map contains dimensional errors with regard to the site allocated to him, these errors must be reported to the Organiser in writing and at the latest on the first day of the construction period. The Organiser will assign a representative to determine the possible dimensional errors. The Organiser will not consider complaints that are submitted after the stand has been built.

## 7.3. Making available, building and fitting out of the site

**7.3.1** Each Exhibitor undertakes to submit a file to the Organiser that contains inter alia the

following information and documentation concerning the site allocated to him:

- 1) a detailed dimensional sketch;
- 2) a detailed fitting-out design;
- 3) the contact information of the representative appointed by the Exhibitor as provided in article 7.4.2; and
- 4) the names of subcontractors/stand builder whose services the Exhibitor calls on within the framework of the Fair.

The Organiser reserves the right to make comments on this file. The Exhibitor undertakes to build and organise the allocated site in accordance with the file submitted by him to the Organiser, taking into account any comments of the Organiser and the manual provided by the Organiser. The Organiser is authorised to refuse to make the allocated site available to the Exhibitor if the site is not built or laid out in accordance with the file submitted to the Organiser, taking into account any comments of the Organiser or the manual provided by the Organiser. Moreover, the Organiser reserves at all times the right to further build, organise, remove or change any facilities or other installations if these facilities or installations could interfere with the general organisation of the Fair, the neighbouring Exhibitors or the visitors or are not in accordance with the applicable legal safety regulations or the file submitted in advance, taking into account any comments of the Organiser or the manual provided by the Organiser.

**7.3.2** Notwithstanding the provisions of article 5.3.2, the site is made available to the Exhibitor at the beginning of the construction period which is communicated to him in advance, subject to the Organiser's right to impose stricter periods.

The building and fitting out of the allocated site must be entirely completed on the day before the Opening Date of the Fair.

If a site is not taken into use one day before the Opening Date of the Fair, this shall be regarded as a renunciation of participation in the Fair within the meaning of articles 6.4 and 6.5 of these General Conditions. In that event, the





Organiser can, ipso jure and without prior formal notice of default, freely dispose of this site, without notifying the Exhibitor involved in advance.

**7.3.3** Any errors or defects of a site must be communicated to the Organiser in writing and at the latest on the first day of the construction period. In the absence of such notice, the Exhibitor is presumed to have received the site allocated to him in perfect condition and corresponding to the requirements of his activities at the Fair. Any error or defect that is discovered later shall be deemed to have been caused by the Exhibitor, for which the Exhibitor alone is liable vis-à-vis the Organiser.

#### **7.4 Maintenance of the site**

**7.4.1** The Exhibitor undertakes to maintain the site allocated to him in perfect condition. If the Organiser deems this to be useful or necessary, it can have all cleaning or repair activities performed on the site allocated to Exhibitor at the latter's expense.

**7.4.2** The Exhibitor designates a representative who is responsible for the site allocated to him from the moment it is made available and throughout the period of the Fair.

#### **7.5 Dismantling of the site**

**7.5.1** The Organiser communicates to the Exhibitors in advance the period for dismantling the sites, subject to the Organiser's right to impose stricter periods. The Exhibitor undertakes to completely dismantle the stand and vacate the site allocated to him within this dismantling period. The dismantling of the site is done exclusively by the Exhibitor, who is solely responsible vis-à-vis the Organiser. If the dismantling and vacating of the site is not completed within the dismantling period, the Exhibitor shall owe to the Organiser, ipso jure and without prior formal notice of default, liquidated damages of 20% of the Amounts Due, as well as of the other amounts that are owed by the Exhibitor to the Organiser on the basis of his participation in the Fair.

**7.5.2** Notwithstanding the provisions of article 7.3.3, at the end of the dismantling period the Exhibitor must leave the site behind in perfect

condition. If this is not the case, the Organiser is authorised to claim from the Exhibitor all costs for repair, cleaning, dismantling and vacating of the site.

### **ARTICLE 8: DISPLAYED PRODUCTS, PIECES, WORKS AND DEVICES**

#### **8.1 Authorised products, pieces, works and devices**

The Exhibitor undertakes to display only those products, pieces, works and devices at the Fair that were described in detail in the participation request or any other document of the Exhibitor and in so far as these were accepted by the Organiser. The Organiser is entitled to check the displayed products, pieces, works and devices and, if necessary, to have them removed at the Exhibitor's expense.

#### **8.2 Prohibited products**

The following are prohibited from being present at the Fair as well as in and around the Building of the Fair: products, materials and goods that do not comply (or only partially) with all legal regulations, products, materials and goods that are hazardous, harmful or capable of constituting a nuisance and, in general, all products, materials and goods that the Organiser deems to be dangerous or of such a nature that the Exhibitors or visitors of the Fair could experience them as being harmful (such as but not limited to explosive and flammable materials).

The Organiser is authorised to refuse such products, materials and goods or to have them removed at the Exhibitor's expense, notwithstanding the provisions of article 18 of these General Conditions.

#### **8.3 Safety rules**

**8.3.1** The displayed products, pieces, works and devices must be equipped and installed in accordance with the applicable legal safety regulations, including the applicable federal, regional and municipal regulations and ordinances as well as the specific safety rules that apply for the Building. During the Fair, the Exhibitor must take all precautionary measures in order to guarantee the safety of the other Exhibitors and the visitors of the Fair. The displayed products, pieces, works and devices remain at all times, including after the opening



hours of the Fair, under the Exhibitor's supervision and control.

**8.3.2** The Exhibitor is liable vis-à-vis the Organiser for all direct and indirect damage (including loss of profit, fees for attorneys and process servers, etc.) resulting from an incident that was caused wholly or partially, directly or indirectly, by the products, pieces, works and devices displayed or demonstrated by him. The Exhibitor undertakes to intervene, at the Organiser's first request, in any legal proceeding or dispute in which the Organiser is involved (as plaintiff or defendant) and which in any way relates to the products, pieces, works and devices displayed or demonstrated by him.

#### **ARTICLE 9: USE OF THE ONLINE SERVICES AND PRODUCTS**

**9.1** If the Organiser has well-founded reasons to believe that the Exhibitor is engaging in unlawful or harmful activities via the Organiser's online services and products (for example, via e-mail or via direct requests for offers or in the online fair guide), or, in general, is using the Organiser's online services and products in an unauthorised manner (for example, infringement of the intellectual rights of third parties or unlawful commercial practices), the Organiser is entitled to take all measures that it deems appropriate in order to terminate this unauthorised use of the online services and products, especially the immediate abolition of the access to the online content of the Exhibitor and/or the suspension of the Exhibitor's access to the Organiser's online services and products, without the Exhibitor being entitled to a compensation, even if the content ultimately appears not to be unlawful.

**9.2** Provision of the Organiser's online services and products can be interrupted in the event of force majeure, as a result of events that are beyond the Organiser's control, for maintenance reasons or in case of a defect. The interruptions do not give the Exhibitor any right to compensation. The Organiser shall strive to inform the Exhibitor, within reasonable periods, of the interruptions and to limit their duration as much as possible.

**9.3** The Organiser may suspend or terminate the provision of the online services and products if ordered to do so by an administrative or judicial

authority. In that event the Exhibitor has no right to compensation.

**9.4** In any case of suspension or discontinuation of the online services and products or abolition of the access to the online content of the Exhibitor, the Exhibitor will owe the costs associated with the online services and products ordered by him.

**9.5** Suspension or discontinuation of the online services and products or abolition of the access to the online content of the Exhibitor does not give the Exhibitor any right to suspend or terminate his obligations vis-à-vis the Organiser.

#### **ARTICLE 10: INTELLECTUAL PROPERTY**

**10.1** The Exhibitor guarantees that his activities within the framework of the Fair, including but not limited to the goods and services displayed by him at the Fair and all publicity provided by him, are by no means in conflict with any rights of third parties, such as intellectual property rights (including but not limited to copyrights, trade mark rights, patent rights, design rights) or are otherwise illegal or unlawful.

Furthermore, the Exhibitor guarantees that all of the information that he provides to the Organiser within the framework of the Fair about his activities, for example for publication in the fair guide, the catalogue or on the website of the Fair, is complete and correct and is not in any way in conflict with the rights of third parties or is otherwise illegal or unlawful.

**10.2** The Exhibitor guarantees in particular that the photos, illustrations, other graphic works and/or texts that he turns over to the Organiser for inclusion in the fair guide, the catalogue or on the website of the Fair, or that are communicated to the press, are free of all rights, so that the Organiser can use, reprint, manage or exploit them in any manner whatsoever. Should this not be the case, the Exhibitor undertakes to himself secure all rights and consequently pay any compensation that should be owed on the photos, illustrations, other graphic works and/or texts turned over to the Organiser and to indemnify the Organiser for any costs, damage, claim or loss due to non-compliance with intellectual property rights. If a third party should object to the use of these photos,



illustrations, other graphic works and/or texts, the Exhibitor must immediately inform the Organiser thereof in writing. The Exhibitor declares and acknowledges having assigned, definitively and free of charge, any rights that he should have on these photos, illustrations, other graphic works and/or texts to the Organiser.

**10.3** The Organiser reserves the right during the Fair to take photos, during both the building and dismantling periods, as well as the right to use, reproduce, duplicate, communicate, transfer or exploit the photos in any other manner whatsoever.

**10.4** The Organiser is exclusively authorised to publish the catalogue of the Fair. The Exhibitor must submit to the Organiser the information that is intended for the catalogue in a timely manner. The Organiser is entitled to change the information and the texts that are submitted to it, without possibility of objection by the Exhibitor. The Organiser cannot be held liable for errors in the texts and/or translations in the catalogue.

The Organiser is the sole holder of the copyrights and other intellectual property rights on the catalogue. Consequently, the reproduction or communication to the public of all or part of the catalogue is prohibited without the advance written consent of the Organiser.

**10.5** If the Exhibitor has knowledge of any infringement of rights of third parties by the goods and services displayed by him at the Fair, he will immediately inform the Organiser thereof in writing and provide the Organiser with a copy of all relevant documents.

**10.6** The Exhibitor shall indemnify the Organiser, as well as the owner and operator of the Building, and their directors and all others employed by them, for any claims by third parties due to infringement of intellectual property rights or otherwise, in connection with the activities of the Exhibitor (and those employed by him) within the framework of the Fair, including but not limited to the goods and services displayed and/or recommended by the Exhibitor at the Fair or advertising engaged in. The Exhibitor undertakes to fully indemnify the Organiser for all damage suffered and costs incurred by it, including the full costs of legal assistance, which relate to an (alleged) infringement by the

Exhibitor of the rights of third parties. The Organiser has at all times the right - whether as a result of a complaint by a third party, or at the request of a judicial or administrative authority, or at its own initiative - to have removed the products, pieces, works and devices displayed by the Exhibitor, advertising, or any other object that possibly contains unlawful or harmful content, without the Exhibitor being entitled to any compensation.

## **ARTICLE 11: PRIVACY PROTECTION**

**11.1** The Organiser processes all personal data that the Applicant-Exhibitor and the Exhibitor provide to it in accordance with the privacy protection laws and the Organiser's Privacy Policy, of which the Applicant-Exhibitor and the Exhibitor declare having taken cognisance. The Privacy Policy is available on the Organiser's website or can be obtained on demand.

**11.2** The Exhibitor who calls upon the online services and products provided by the Organiser undertakes to keep his password and access code secret and confidential and not to communicate them to a third party. The Exhibitor is solely and fully liable for any use of his password and access code. In the event of loss, theft or fraudulent use of the password or the access code, the Exhibitor must either change his password by using the tools provided by the Organiser, or immediately inform the Organiser thereof. This notification must be confirmed by registered letter.

**11.3** The Organiser takes no cognisance of the data that the Exhibitor publishes or sends via the online services and products provided by the Organiser (for example, via e-mail or via direct requests for offers), except in the following cases:

- if it is necessary to take cognisance of these data for the proper functioning of the online services and products provided by the Organiser;
- if the Organiser has reason to believe that this information relates to unlawful or unauthorised activities, or if a third party has informed the Organiser of an infringement of one of its rights.





## **ARTICLE 12: NON-TRANSFERABILITY AND PROHIBITION ON SUBLETTING**

**12.1** The obligations under these General Conditions cannot in any way be wholly or partially transferred by the Applicant-Exhibitor and the Exhibitor, unless done with the express advance consent of the Organiser. In the event that the Organiser expressly consents to the transfer, the transferring Applicant- Exhibitor or the transferring Exhibitor shall remain jointly and severally liable with the acquiring Applicant-Exhibitor or the acquiring Exhibitor for all obligations that derive from these General Conditions.

**12.2** The Exhibitor is not authorised to rent out in whole or part his site at the Fair in any manner.

## **ARTICLE 13: LEGAL OBLIGATIONS OF THE EXHIBITOR**

**13.1** The Exhibitor is reminded that, within the framework of his participation in the Fair, he must comply at all times with all statutes and regulations that apply to him. This includes inter alia - without limitation - all statutes and regulations relating to fair commercial practices, labelling, customs and excise duties, privacy protection, intellectual property, etc.

**13.2** The Organiser may at any time reject an Applicant-Exhibitor or Exhibitor or terminate his participation in the Fair in the event that this provision is not complied with, and this without advance notice and without this giving rise to any damages claim on the part of the Exhibitor.

## **ARTICLE 14: SMOKING BAN**

A general smoking ban applies at the Fair. The Exhibitor must monitor compliance with this prohibition on and around his site at the Fair.

## **ARTICLE 15: PROHIBITION ON DISTRIBUTING FREE INVITATIONS**

The distribution of free invitations is prohibited, as well as the use of invitations or admission tickets other than those provided by the Organiser to the Exhibitor.

## **ARTICLE 16: INSURANCE**

**16.1** The Exhibitor is obliged to insure his civil liability in relation to the Fair. He can do this by

participating in the group insurance policy that the Organiser can conclude on behalf of the Exhibitors. In general, this policy covers the damage that the Exhibitor causes to third parties or to the property or possessions of third parties in accordance with the provisions of this policy. In the event of damage, the Exhibitor must immediately send to the Organiser and to the agent designated by the Organiser a detailed written report on the circumstances leading to the loss event.

**16.2** The Organiser also offers to the Exhibitor the possibility to take out an insurance policy relating to the products, pieces, works and devices displayed by him via participation in an all-risk basic exhibition policy that the Organiser can conclude on behalf of the Exhibitors. In general, this policy gives coverage, both during the day and at night throughout the Fair, against theft of or damage to the products, pieces, works and devices displayed by the Exhibitor in accordance with the provisions of this policy. The Exhibitor must draw up a detailed inventory specifying the value of the objects to be covered by this insurance and submit it to the Organiser and to the agent designated by the Organiser at the latest on the day prior to the day that the goods arrive at the Fair or at the latest before the departure of the goods from the Exhibitor's building. In the event of damage, the Exhibitor must immediately send to the Organiser and to the agent designated by the Organiser a written report of the circumstances leading to the loss event. In the event of theft, the Exhibitor must immediately file a complaint with the police and have an official police report drawn up.

**16.3** In order to be able to enjoy the civil liability insurance and the all-risk basic exhibition policy as provided in article 16.1 and 16.2 of these General Conditions, the Exhibitor must complete the order forms that are mentioned in the Fair Exhibitors file.

The Exhibitor is only covered by these insurance policies after full payment of the related premiums. All costs that might have to be borne by the Organiser because an Exhibitor is not insured or due to the Exhibitor's non-compliance with the provisions of this article 16 must be fully compensated by the Exhibitor to the Organiser.



In the event of insufficient coverage, the insured Exhibitor must bear the uncovered damage himself.

The Exhibitor may at any time take cognisance of the general conditions of the insurance policies proposed by the Organiser by requesting them from the agent designated by the Organiser.

The Exhibitor is not obliged to subscribe to any insurance that is offered via the Organiser, but he is obliged to be fully insured for his participation in the Fair.

The Organiser does not intervene as co-insurer, nor as insurance agent, nor as intermediary.

**16.4** In the event of damage, the Exhibitor unconditionally and irrevocably waives any claim or any recourse against the Organiser, the owners, operators or users of the Building, the subcontractors and the participants in the Fair, and the executives, managers, directors or employees of these companies or institutions, as well as the persons or companies which are associated with these companies or institutions. Moreover, the Exhibitor, both in his own name and in that of the persons authorised by him as well as on behalf of his insurers, unconditionally and irrevocably waives any claim or right of recourse against the Organiser, the owners, operators or users of the Building, the subcontractors and the participants in the Fair, and the executives, managers, directors or employees of these companies or institutions, as well as the persons or companies that are associated with these companies or institutions, on the basis of all statutory provisions or regulations, for any damage whatsoever that should be directly or indirectly caused to them or to third parties. Both in his own name and in that of the persons authorised by him, the Exhibitor undertakes to notify this waiver of right of recourse to their insurers for damage, civil liability and occupational accidents.

#### **ARTICLE 17: EXCLUSION AND LIMITATION OF LIABILITY**

**17.1** The Organiser cannot be held liable for any damage whatsoever (including but not limited to operating loss, consequential damage, loss of profit or damage or loss in case of theft) to the stand or site and/or the displayed products, pieces, works and devices or any other goods of

the Exhibitor or to the Exhibitor himself or one of his collaborators or employees, or to the participants in the Fair. This exclusion of liability also applies in the event of serious fault on the part of the Organiser, the owners, operators or users of the Building, the subcontractors, other Exhibitors and the participants in the Fair, and the executives, managers, directors or employees of these companies or institutions, as well as the persons or companies that are associated with these companies or institutions.

**17.2** The Organiser also cannot be held liable for acts caused by third parties as a result of which the Exhibitor is disturbed in the enjoyment of his stand or site.

**17.3** If the Organiser could not (completely) invoke the exemption or limitations of liability as provided in these General Conditions, the Exhibitor acknowledges and accepts that the Organiser's liability is limited to a maximum amount corresponding to the Amounts Due.

#### **ARTICLE 18: EVICTION**

**18.1** The Organiser reserves the right to remove an Exhibitor, ipso jure and without prior formal notice of default, from the Fair and to terminate any contractual relationship with the latter if the Exhibitor does not comply with the General Conditions or any other contractual provision that binds him to the Organiser.

**18.2** The Organiser likewise reserves the right to remove an Exhibitor, ipso jure and without prior formal notice of default, from the Fair and to terminate any contractual relationship with the latter if the Exhibitor goes bankrupt, becomes insolvent or cannot pay its debts.

**18.3** The eviction of the Exhibitor has absolutely no impact on the exigibility of the Amounts Due by him.

**18.4** If the Exhibitor refuses to leave the site voluntarily, the Organiser can proceed with his forced eviction, at the exclusive expense of the Exhibitor.

**18.5** In the event of eviction, the Exhibitor must compensate the Organiser for any direct or indirect damage (including loss of profit, fees for attorneys and process servers, harm to



reputation, etc.) that the Organiser suffered as a result of this eviction.

**18.6** In the event of eviction, the Exhibitor has no right to reimbursement of the amounts paid by him or any compensation from the Organiser.

#### **ARTICLE 19: FORCE MAJEURE**

**19.1** Except for the obligation to pay the Amounts Due, the obligations of the parties are suspended or limited during the period of the force majeure. By "force majeure" should be understood any unforeseeable and unavoidable event beyond the control of the parties that constitutes an insurmountable impediment for fulfilling the obligations of the parties, such as but not limited to not receiving (sufficient amounts of) electricity or natural gas, power outages, decisions of the owner or operator of the Building that make the use of the site and/or the organisation of the Fair substantially more expensive and/or impossible and all other cases or situations that make the use of the site and/or the organisation of the Fair substantially more expensive and/or impossible, etc.

**19.2** In the event of force majeure, the Exhibitor has no right to reimbursement of the amounts paid by him or any compensation from the Organiser.

#### **ARTICLE 20:**

##### **CHANGE OF LOCATION OR DATE OF THE FAIR OR FULL OR PARTIAL CANCELLATION OF THE FAIR**

(i) In the event that the Fair, due to facts beyond the Organiser's will or reasonable control (including but not limited to any action of the owner or operator of the Building, any strike or industrial action that has an impact on the Organiser's personnel), cannot take place wholly or partially at the planned location or on the scheduled date, the Organiser is authorised to cancel the Fair, wholly or partially move it or change it to a different date, or to limit the duration of the Fair and/or the construction and/or dismantling periods, and to possibly compensate the Exhibitor for this, at its own discretion, without the Organiser bearing any obligation to pay such compensation. This compensation by the Organiser, if granted, shall be proportional to the balance of all registration amounts received by the Organiser with regard to

the Fair that, according to the Organiser, remain after deduction of the costs borne by the Organiser and its reasonable compensation within the framework of the Fair, and shall in any case never exceed the amount paid by the Exhibitor. The Exhibitor hereby acknowledges that, under these circumstances, he is not entitled to any reimbursement, damages or expenses.

(ii) Any change of the location of the Fair within a radius of 50 km from the original location shall not give the Exhibitor any right to cancel his participation in the Fair. Any change of the location of the Fair to a location beyond a radius of 50 km from the original location shall give the Exhibitor the right to cancel his participation within 15 calendar days after announcement of the change of location. After this period of 15 calendar days, the Exhibitor is presumed to have accepted the change of location.

Any change of the date of the Fair to a date within 30 days before or after the original date shall not give the Exhibitor any right to cancel his participation in the Fair. Any change of the date of the Fair to a date that is earlier or later than these 30 days shall give the Exhibitor the right to cancel his participation within 15 calendar days after announcement of the change of date. After this period of 15 calendar days, the Exhibitor is presumed to have accepted the change of date.

(iii) In the event that the Organiser decides not to organise the Fair, for any reason whatsoever (including commercial reasons), but one that does not constitute a case of force majeure as defined above on its part, the Exhibitors shall be owed only reimbursement of the

already-paid advances and invoices, without the Exhibitors being able to claim any compensation (whether for possible damage or any other reason).

#### **ARTICLE 21: GENERAL PROVISIONS**

**21.1** The following documents, which are listed below from general to specific, constitute an integral part of these General Conditions:

- 1) the participation request;
- 2) the Rate Conditions;
- 3) the Exhibitor's manual.



In the event of contradiction between one or more of these documents, the following rules apply: the more specific document takes priority over each more general document.

**21.2** All earlier, oral or written, agreements are regarded as null and void and are completely replaced by the provisions of these General Conditions.

**21.3** Should one of the provisions of these General Conditions be invalid or void, this will have no impact on the validity of the other provisions of the General Conditions, but as far as possible this invalid or void provision will be replaced by a valid one that comes as close as possible to the initial intention of the Organiser.

## **ARTICLE 22: APPLICABLE LAW, COMPETENT COURT AND LANGUAGE**

**22.1** These General Conditions are governed by Belgian law.

**22.2** All disputes concerning these General Conditions shall be exclusively and definitively resolved by the competent courts of the judicial district within which the Building is located.

**22.3** In the event of dispute, the Organiser, the Applicant-Exhibitor and the Exhibitor undertake to use the language of the judicial district within which the Building is located; or, if the Building finds itself in the judicial district of Brussels, the language that is used in the participation request if that is Dutch or French; or French if the language used in the participation request is English or any language other than Dutch or French.

