Easylairs Nederland B.V. General Terms and Conditions

Article 1: Definitions
Organiser: Easylairs Nederland B.V., a limited liability company, with its registered legal office at De Oude Hagedorn 2, 2303 AA Leiderdorp and having its office in (7772 TV) Hardenberg under number 34300891.
Event: the trade show, exhibition, congress, or other event organised by the organiser.
Offer: the offer from the Organiser to conclude an Agreement.
Agreement: the agreement between the organiser and other Party for the participation in an Event following the acceptance of an Offer.
Other Party: the natural or legal person who concludes or has concluded an Agreement or to whom compensation for any damage or interest, in any form whatsoever.

Article 2: Applicability of the General Terms and Conditions
1. These General Terms and Conditions are applicable to all Offers and Agreements provided by the Organiser.
2. The General Terms and Conditions have been included on the Organiser’s website and will be sent by email at the request of the Other Party.
3. Any general terms and conditions of the Other Party or other deviating provisions do not form any part of the Agreement, unless and if the Organiser has expressly agreed to this in writing. In the event the Other Party does not reply to an Offer or order confirmation that refers to these General Terms and Conditions, this will constitute tacit consent to the content thereof.
4. If a provision of these General Terms and Conditions is in any way invalid or non-binding, this does not affect the validity of any other provisions established in these General Terms and Conditions.
5. The Organiser reserves the right to change these General Terms and Conditions at any time.
6. Any changes will take effect eight (8) days after they have been announced by the Organiser on its website.
7. In all cases not covered by the current General Terms and Conditions, the Organiser’s management shall decide.

Article 3: Offers
1. All Offers from the Organiser are without obligation. If an Offer is accepted by the Other Party, the Organiser has the right to withdraw the offer within two (2) working days after receipt of the acceptance.
2. Registration for participation in an Event by the Other Party may be done in writing or verbally. The acceptance of participation by the Organiser shall be confirmed by email to the Other Party, thus forming the Agreement.
3. The Organiser reserves the right to reject a request to participate if the interests of another participant/parties and/or the Organiser and/or the Event require that, which is exclusively to be judged by the Organiser. The Organiser shall never be held liable for damage suffered by the Other Party or third parties as a result of a decision by the Organiser to reject a request for participation.

Article 4: Payment
1. The Payment amount owed by the Other Party for its participation in the Event is stated in the Agreement and shall be invoiced to the Other Party by the Organiser.
2. Payment must be made in the currency and/ or currency formulated by the Organiser within the stated payment period. The Organiser will invoice as follows:
   a. an advance of fifty percent (50%) of the Payment fee within eight (8) days after acceptance of the request;
   b. the remainder of the Payment fee at least one hundred and twenty (120) days before the opening date of the Event.
For non-anual events:
   a. an advance of twenty percent (20%) of the Payment fee within eight (8) days after acceptance of the request;
   b. a second advance of thirty percent (30%) of the Payment fee at least thirteen (13) months before the opening date of the Event;
   c. the remainder of the Payment fee at least one hundred and twenty (120) days before the opening date of the Event.
3. The payment period for invoices is thirty (30) days, unless specified otherwise.
4. If a request for participation is made less than thirty (30) days before the opening date of the Event, the Payment fee must be paid before the opening date of the Event.
5. Any additional orders must be paid within thirty (30) days after confirmation by the Organiser, but in any case before the opening date of the Event. Unless the Organiser determines otherwise, construction of the stand and/or use thereof may only commence once the Payment and other costs owed up to that time have been received by the Organiser. Additional orders at the time of the Event must be paid immediately (debit card or cash).
6. In the event of late payment of any amount due to the Organiser, statutory interest shall be charged from the moment the claim has become due and payable. All costs related to taking (extra)judicial collection and/or enforcement measures are at the expense of the Other Party, unless the Organiser determines otherwise.
7. If the Other Party has not fulfilled its payment obligations in the time, the Organiser is entitled to suspend the fulfillment of its obligations until payment has been made or provide the Organiser with a guarantee. In case the Organiser has reasonable suspicion that there are reasons to doubt the creditworthiness of the Other Party, it may request the Other Party to provide surety for the Payment fee before payment is made. If the Other Party fails to provide surety, its payment obligations or does not provide the requested surety, the Organiser has the right to rent out the Stand Space, without obligation to pay for damage, to different third parties and/or to allocate other Stand Space to the Other Party.
8. Payments made by the Other Party will first be used to settle all interest and costs due and subsequently to settle the longest outstanding invoices.

Article 5: Changes to or Cancellation of the Event
1. The Organiser reserves the right to change the established dates, times, and location of the Event and/or to cancel the Event entirely.
2. A change in the location of the Event within a radius of fifty (50) kilometres from the original location or change to a date within thirty (30) days before or after the original date does not entitle the Other Party to withdraw its participation. A change of the event of a change in the location of the Event outside a radius of fifty (50) kilometres or a change in date more than thirty (30) days before or after the original date, the Other Party may cancel its participation free of charge within fifteen (15) days, failing which the Other Party is deemed to have accepted the change.
3. If the Organiser decides that an Event will not take place, all registrations and assignments already made will be cancelled. A refund of the Payment fee already paid shall take place within thirty (30) days after this decision.
4. In no of the cases mentioned in the article is the Other Party entitled to compensation for any damage or interest, in any form whatsoever.

Article 6: Conditions for Participation
1. The Organiser distributes the available Stand Space among the participants of the Event and provides the Other Party with an event plan. The Organiser reserves the right to change the layout of the event at all times. Stand Space is only made available for the entire duration of an Event.
2. Only products or services that are specified in the Agreement or that the Organiser determines are permitted may be used or exhibited. The Organiser may have unauthorised products or offers for services removed at the expense of the Other Party.
3. Unless the Organiser has given written permission to do so, the Other Party is not permitted to offer food and drinks for on-site consumption and/or sales, advertising and/or customer acquisition, whether or not in the form of test samples.
4. The Other Party is not permitted to conduct activities that, in the opinion of the Organiser, may cause damage to the Event, the Organiser, or other participants. The Other Party will not play/display intrusive music and/or lighting systems. This to be judged by the Organiser.
5. Unless given written permission by the Organiser, the Other Party is prohibited from displaying, for example, lotteries, contests, or games of chance during the Event.
6. The Other Party accepts that the Organiser cannot offer exclusivity with regard to the products and services to be displayed by the Other Party and/or to be offered to the audience.
7. The Organiser is responsible for maintaining order. The Other Party and its employees and invites are obliged to follow the instructions and guidelines of the Organiser.
8. A general smoking ban applies to every Event. The Other Party is obliged to strictly comply with the instructions of the Organiser in this regard and to impose this smoking ban on its relations and visitors.

Article 7: Stand Space Layout
1. The dimensions (depth, width, and height) of the Stand Space shall be specified by the Organiser and form part of the Agreement. Stand construction and layout, including walls, must remain within these dimensions. If indicated, the Organiser shall timely inform the Organiser about the layout of its Stand Space and submit a dimensional sketch, layout concept, and other information requested by the Organiser.
2. The Other Party will submit the contact details of itself or its representative to the Organiser, as well as a list of possible (sub)contractors that may be engaged for the design of the Stand Space.
3. When installing raised floors, ceilings, walls, or other covers, prior approval from the Organiser is required. The Other Party must ensure the floors and/or ceilings accurately fit with the floors and/or ceilings provided by the Organiser.
4. The Other Party shall be given the opportunity to set up its Stand Space during a time to be determined by the Organiser, but in any case before the opening date of the Event. The Organiser determines by what date supply transport and installation work must be completed. During the Event, no packaging or transport materials may be present in areas accessible to the general public.
5. Materials used must in all respects comply with the regulations of the fire brigade and other competent authorities. In the event flammable materials—such as gauze, jute, etc.—are used, these must have been made fire resistant. All floors, walls, and ceilings must be finished to the satisfaction of the Organiser. If, salt, sand, or other moisture-attracting/containing materials are incorporated into a stand’s decor, the floor must be sufficiently protected against moisture.
6. It is not permitted to apply materials, both inside and outside and regardless of their nature, on the Organiser’s Stand.
7. If the Other Party makes use of facilities and/or aids made available by the Organiser (e.g. forklift trucks), then this use will be entirely for the account and risk of the Other Party, and the Organiser will not be responsible for any losses resulting from this use.
8. Installation of supply and discharge pipes for electricity, water, and telephone connections must be exclusively performed by or on behalf of the Organiser. The Other Party is obliged to observe the regulations of supply companies with regard to the use of electricity, gas, and water. The Organiser does not accept any liability with regard to the provision of electricity, gas, and water.
9. Connection boxes, pits, and rails for the purpose of electricity supply, as well as connection pits and taps for water connections, must be accessible at all times. The same applies for fire hydrants, fire reels, and doors. These must also be clearly visible from the walkway. The Other Party is at all times obliged to immediately follow or implement all applicable instructions of the emergency services, Organiser’s employees, or building owners.
10. After it has been made available, the Other Party must inspect the Stand Space and immediately, but no later than on the first day, report any shortcomings or defects to the Organiser.

Article 8: Use of Stand Space
1. During opening hours of the Event, the Other Party is obliged to keep the Stand Space occupied with a sufficient range of products or services and personnel and to furnish it adequately, in keeping with the character of the Event, all this to be judged by the Organiser. If the Other Party does not comply with these requirements, the Organiser is entitled to remove any of the Other Party’s furnishing materials. In this case, the Other Party will be liable for all costs that the Organiser must incur for the redecorating of the Stand Space.
2. The Organiser’s employees have access to the Stand Space rented by the Other Party at all times.
3. The exhibited products and/or materials of the Other Party must be placed in such a way that the unobstructed view of the adjoining stands and exhibition space is not impeded. This is to be judged solely by the Organiser. During opening hours, exhibited
products and materials may not be covered. The Organiser has the right to remove any objects exhibited by the Other Party from the Event, without having to pay the Other Party for such removal. Any damages and/or texts with regard to the products or services they offer, that they make available to the Organiser for their publication in the catalogue or on the website of the Event, including but not limited to offerings and/or describing the products and services they exhibit during the Event and all publicity on their stand, are not liable for any damage caused by the Other Party, their employees, their visitors, or any third party, except in case of malicious intent or gross fault. In this article, the term damage includes all consequential damage, such as business interruption, damage due to loss of revenue, lost profit, etc., as well as damage due to theft, vandalism, or any other cause.

The Other Party is responsible for all damage suffered by the Organiser and their affiliated companies against any third party claims, including sanctions imposed by the relevant supervisory authority. The Other Party is responsible for paying the insurance policy against legal liability with sufficient coverage, at their own expense and risk. In case the Other Party is declared bankrupt, the Organiser may bring a case before the legally competent judge. The Organiser also reserves the right to remove any remaining materials, goods, or packaging at the expense and risk of the Other Party.

Article 16: Insurance
1. The Other Party may cancel their participation, free of charge, within seven (7) days after the conclusion of the Agreement. In case of cancellation of their participation in the Event, the Organiser shall charge the Other Party a cancellation fee as set out below:

   - in case of cancellation one hundred and twenty (120) days or more before the starting date of the Event as determined by the Organiser: 100% of the Fee;
   - in case of cancellation because of one hundred and twenty (120) and thirty (30) days before the starting date of the Event as determined by the Organiser: 100% of the Fee plus a cancellation charge of € 1,000.00 (one thousand euros).

   In case of cancellation, the Organiser has the right to rent out the Stand Space to another exhibitor or, at its own discretion, to write on the Stand Space and in the event plan something in the sense of “This stand space was reserved for [other party’s name]” or a similar wording.

Article 17: Liability
1. The Other Party indemnifies the Organiser against any and all claims from third parties, including but not limited to other participants in the Event, due to damage or costs, in the broadest sense, caused by the Other Party, their employees, their visitors, or any other third party for whose actions or omissions the Other Party is responsible.

Article 18: Insurance
1. The Other Party shall take out, and maintain during the fair, an appropriate insurance policy, which covers the Other Party against all damage to or theft or loss of the Other Party’s, the Organiser’s, and third parties’ belongings in line with current market conditions or better.

   Furthermore, the Other Party shall take out, and maintain during the Event, an insurance policy against legal liability with sufficient coverage, at their own expense and risk. An insurance policy with sufficient coverage is understood to mean one that covers all damage suffered by the Organiser or third parties as a result of the Other Party’s activities. The insurance policy also includes the transport to and from the Event and must be in effect at the moment the supply and assembly begins and may not end before the rented space has been completely dismantled, and all belongings have been removed from the fair area by the Organiser and the Other Party.

3. The Other Party shall submit their insurance policy/policies to the Organiser for inspection at its first request.

Article 19: Applicable Law
1. The legal relationship between the Organiser and the Other Party is governed exclusively by the laws of the Netherlands.

2. Any disputes between the Organiser and the Other Party shall be brought exclusively before the competent courts in the district in which the Organiser has its registered office, insofar as not determined otherwise by imperative law and on the understanding that the Organiser has the right to bring a case before the legally competent judge.